



# Franklin County

*A Natural Setting for Opportunity*

## AGENDA

### FRANKLIN COUNTY BOARD OF SUPERVISORS

TUESDAY, OCTOBER 20, 2015

- 1:30 P.M. Call To Order, Chairman Cline Brubaker
- 1:31 Invocation, Supervisor Bobby Thompson
- 1:32 Pledge of Allegiance, Supervisor Ronnie Thompson
- 1:33 Public Comment
- Glenn Loveless - Mountain Valley Pipeline
  - Sharon Ponton - FOIA, Mountain Valley Pipeline
  - Judy Rauchle - Economic Issues & Concerns of Franklin County Tax Payers
  - Bud Goehring - YMCA Funding
- 1:45 CONSENT AGENDA (**REQUIRES ACTION**)
- REF: 1. Approval of Accounts Payable Listing, Appropriations, and Minutes for September 15, 2015
2. National Business Women's Week Resolution (**See Attachment #4**)
3. Rabies Clinic/Freedom's Last Chance (**See Attachment #3**)
4. Crooked Road: Virginia's Heritage Music Trail Appointment (**See Attachment #11**)
5. Public Safety Radio System Leases (**See Attachment #6**)
6. Revenue Sharing Program - Bay Tree Court (**See Attachment #12**)
7. Landfill Cell #2 Bid Award (**See Attachment #14**)
8. Health Department Carry Over Funds (**See Attachment #5**)
9. Building Inspection Vehicle Purchase (**See Attachment #9**)
- 1:50 Vincent Copenhaver, Director of Finance
- REF: 1. Monthly Finance Report
- 1:55 Steve Sandy, Director, Planning & Community Development
- REF: 1. Mountain Valley Pipeline Resolution (**See Attachment #8**)

W. BRENT ROBERTSON

COUNTY ADMINISTRATOR

1255 FRANKLIN STREET, SUITE 112

ROCKY MOUNT, VIRGINIA 24151

(540) 483-3030

brent.robertson@franklincountyva.gov

www.franklincountyva.gov

- 2:20 Mike Thurman, General Properties Director  
REF: 1. J & D Court 2nd Courtroom *(See Attachment #10)*
- 2:50 Brent Robertson, County Administrator  
REF: 1. VACO Voting Credential for Annual Business Meeting  
*(See Attachment #2)*  
2. Other Matters
- 3:00 Recess for Previously Advertised Public Hearing As Follows:

*COUNTY OF FRANKLIN, VIRGINIA  
ANNOUNCEMENT OF PUBLIC HEARING  
TO CONSIDER GRANTING OF OPTION TO PURCHASE COUNTY PROPERTY*

In accordance with the provisions of Section 15.2-1800 of the Code of Virginia, as amended, notice is hereby given to all interested parties that the Board of Supervisors of the County of Franklin, Virginia will conduct a public hearing on a proposed option to purchase property located at 244 Corporate Drive, Rocky Mount, Virginia with said property identified as a portion of Franklin County Tax Map # 0820013811; which tract contains approximately 30.541 acres of the 53.502 acre tract recorded in the Franklin County Circuit Court Clerk's Office in Deed Book 814, at Page 1494. The graded building pad located thereon contains a total of approximately 9.5 acres. The County of Franklin is interested in granting an option to purchase right through October 20, 2016 for the above-mentioned tract to Stik-Pak Solutions, Inc. *(See Attachment #7)*

3:10 Other Matters by Supervisors

WORK SESSION

- ⌚ Strategic Planning & Budget Development
- ⌚ Ferrum Pedestrian Bridge Construction Funding *(See Attachment #13)*

4:00 Request for Closed Meeting in Accordance with 2.2-3711, a-1, Personnel, a-3, Acquisition of Land, of the Code of Virginia, as Amended.

*Certification of Closed Meeting in Accordance with 2.2-3712 (d), of the Code of Virginia, as Amended.*

*APPOINTMENTS:  
(See Attachment #1)*

*Adjournment Thereafter*

*RISE & SHINE GUESTS FOR OCTOBER ARE RONNIE THOMPSON & BRENT*

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**THE FOLLOWING TERMS ARE UP FOR RE-APPOINTMENT  
BY JUNE 30, 2015  
NOVEMBER 18, 2015  
DECEMBER 15 & 31, 2015  
&  
FEBRUARY 1, 2019**

**(NOTIFICATION IS GIVEN ACCORDING TO THE BOARD'S POLICY/60 DAYS PRIOR TO EXPIRATION)**

<b>COMMITTEE</b>	<b>NAME</b>	<b>ADDRESS</b>	<b>DISTRICT</b>	<b>YEAR</b>	<b>TERM EXPIRES</b>
AG BOARD	Daniel Austin	5688 Old Forge Road Rocky Mount, VA 24151	Crops	OPEN	12/15/2015
AG BOARD	Lynn Satalino	220 Mallard Point Road Wirtz, Va 24184	Equine	OPEN	12/15/2015
AG BOARD	Connell McEnheimer	4999 Sontag Road Rocky Mount, VA 24151	Tobacco	OPEN	12/15/2015
AG BOARD	Jason Thurman	703 Woodman Road Rocky Mount, VA 24151	At Large Member		12/15/2017
AG BOARD	Mark Woods	4111 Wades Gap Road Boones Mill, VA 24065	Produce		12/15/2017
AG BOARD	Stephen Bray	511 Heritage Hollow Lane Penhook, Virginia 24137	Dairy		12/15/2016
AG BOARD	David Craun	905 Kenwod Road Glade Hill, VA 24096	Horticulture		12/15/2017
AG BOARD	Ethan Cundiff	1712 Novelty Road Penhook, VA 24137	At Large Member		12/15/2017
AG BOARD	Davis Torrence	2801 McNeil Mill Road Rocky Mount, VA 24151	Cattle		12/15/2017
AG BOARD	Katherine Adams	1045 Kinsey Lane Boones Mill, VA 24065	Orchard		12/15/2017
F. C. IDA	George McCall	1829 Deepwoods Road Hardy, Virginia 24101	Boone	4-Year	11/18/2015
F. C. IDA	Peter Coriasco	180 Windmere Trail Moneta, VA 24121	Gills Creek	4-Year	11/18/2015
FERRUM WATER & SEWER AUTHORITY	Jeffrey Gring	Post Office Box 1000 Ferrum, VA 24088	<b>RESIGNED</b>	4 - Year	2/1/2019
STEP, INC.	Joey Cornwell	Post Office Box 411 Ferrum, VA 24088		3-Year	6/30/2015
HOUSING REHAB BOARD	Charles Wagner	330 Riverview St. Rocky Mount, VA 24151		1-Year	12/31/2015
HOUSING REHAB BOARD	William O. Helm	2174 S. Main Street Rocky Mount, VA 24151		1-Year	12/31/2015
HOUSING REHAB BOARD	Mike Thurman	445 Franklin Street Rocky Mount, VA 24151		1-Year	12/31/2015
HOUSING REHAB BOARD	Hubert Quinn	12684 Franklin Street Rocky Mount, VA 2451		1-Year	12/31/2015
HOUSING REHAB BOARD	Neil Holthouser	1255 Franklin Street Rocky Mount, VA 24151		1-Year	12/31/2015

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COMMITTEE	NAME	ADDRESS	DISTRICT	YEAR	TERM EXPIRES
HOUSING REHAB BOARD	Don Smith	1255 Franklin Street Rocky Mount, VA 24151		1-Year	12/31/2015
SO. AREA AGENCY ON AGING	Maggie Gray	129 Leeward Drive Moneta, VA 24121	Blue Ridge	3-Year	12/31/2015
WEST PEIDMONT PLANNING COMMISSION BOARD	Leland Mitchell	4180 Sontag Road Rocky Mount, VA 24151	BOS Rep	1-Year	12/31/2015
WEST PIEDMONT PLANNING COMMISSION BOARD	Bobby Thompson	Post Office Box 40 Ferrum, VA 24088	BOS Rep	1-Year	12/31/2015
WESTERN VA REGIONAL JAIL AUTHORITY	Charles Wagner	330 Riverview Street Rocky Mount, VA 24151	BOS Rep	1-Year	12/31/2015
WESTERN VA REGIONAL JAIL AUTHORITY	Christopher Whitlow	1255 Franklin Street Rocky Mount, VA 24151	Admin. Rep	1-Year	12/31/2015
WESTERN VA. INDUSTRIAL DEVELOPMENT AUTHORITY	Mike Burnette	1255 Franklin Street Rocky Mount, VA 24151	Alternate	2-Year	12/31/2015
WESTERN VA. INDUSTRIAL DEVELOPMENT AUTHORITY	Don Smith	1255 Franklin Street Rocky Mount, VA 24151	Alternate	2-Year	12/31/2015
WESTERN VA. EMERGENCY MEDICAL COUNCIL	Daryl Hatcher		Administration	3 Year	12/31/2015

# Virginia Association of Counties

Connecting County Governments since 1934



**President**  
Penelope A. Gross  
Frederick County

**President-Elect**  
David V. Hutchins  
Carroll County

**First Vice President**  
Judy S. Lyttle  
Surry County

**Second Vice President**  
Mary W. Biggs  
Montgomery County

**Secretary-Treasurer**  
Donald L. Hart, Jr.  
Accomack County

**Immediate Past President**  
Harrison A. Moody  
Dinwiddie County

**Executive Director**  
James D. Campbell, CAE

**General Counsel**  
Phyllis A. Errico, Esq., CAE

**TO:** Chairs, County Board of Supervisors  
County Chief Administrative Officers

**FROM:** James D. Campbell, Executive Director

**RE:** Voting Credentials for the Annual Business Meeting

**DATE:** September 8, 2015

The 2015 Annual Business Meeting of the Virginia Association of Counties will be held on Tuesday, November 10, from 11:00 a.m. at The Homestead in Bath County.

Article VI of the VACo ByLaws states that each county shall designate a representative of its board of supervisors to cast its vote(s) at the Annual Business Meeting. However, if a member of the board of supervisors cannot be present for this meeting, the Association's ByLaws allow a county to designate a non-elected official from your county or a member of a board of supervisors from another county to cast a proxy vote(s) for your county.

For your county to be certified to vote at the Annual Business Meeting, (1) your annual dues must be paid in full and (2) either a completed Voting Credentials Form or a Proxy Statement must be submitted to VACo by November 1, 2015. Alternatively, this information may be submitted to the Credentials Committee at its meeting on Monday, November 9, at 1:00 p.m. in the Monroe Room or to the conference registration desk before this meeting.

## NOMINATING COMMITTEE

The Nominating Committee will meet at 5:00 p.m. in the Wilson Room on Monday, November 9th during VACo's Annual Conference at the Homestead. The committee is charged to nominate a candidate for President-Elect, First Vice President, Second Vice President, and Secretary-Treasurer to be elected at the Annual Business Meeting. Please send your expressions of interest and nominations to the Committee or to VACo's Executive Director.

## REGIONAL DIRECTORS

Pursuant to VACo's By-Laws, "regional directors shall be selected at the Annual Meeting by the member counties located within the region which the director will represent." Regional caucuses will be scheduled during the Annual Meeting to select directors. Incumbent regional directors should chair the caucuses. Reports should be given to VACo's Executive Director by 6:00 p.m. on Monday, November 9th. The attached list shows the regional directors that must be selected.

### Attachments

cc: VACo Board of Directors  
Nominations Committee

1207 E. Main St., Suite 300  
Richmond, Va. 23219-3627

Phone: 804.788.6652  
Fax: 804.788.0083

E-mail: [mail@vaco.org](mailto:mail@vaco.org)  
Web site: [www.vaco.org](http://www.vaco.org)



Region 2.....Sherrin C. Alsop (King & Queen County)

Region 3.....Arthur S. Warren (Chesterfield County)

Region 3.....Gilbert A. Smith (Charles City County)

Region 4.....Nancy R. Carwile (Charlotte County)

Region 5.....Cassandra L. Stish (Buckingham County)

Region 6.....J. Michael Hobert (Clarke County)

Region 7.....Steven E. Nixon (Culpeper County)

Region 8.....Gerry W. Hyland (Fairfax County)

Region 8.....J. Walter Tejada (Arlington County)

Region 8.....John D. Jenkins (Prince William County)

Region 8.....Maureen S. Caddigan (Prince William)

Region 8.....Jeffrey C. McKay (Fairfax County)

Region 8.....Linda Q. Smyth (Fairfax County)

Region 9.....William B. Kyger (Rockingham County)

Region 10.....Gary W. Tanner (Appomattox County)

Region 10.....Annette S. Perkins (Montgomery County)

Region 13.....Larry R. Mosley (Lee County)

**VACo 2015 Annual Meeting  
Voting Credentials Form  
Form may be returned by mail or fax (804-788-0083)**

Voting Delegate:  
(Supervisor)

Name \_\_\_\_\_

Title \_\_\_\_\_

Locality \_\_\_\_\_

Alternate Delegate:  
(Supervisor)

Name \_\_\_\_\_

Title \_\_\_\_\_

Locality \_\_\_\_\_

Certified by:  
(Clerk of the Board)

Name Stephen K. Tudor, MMC

Title Clerk

Locality Franklin County

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**VACo 2015 Annual Meeting  
Proxy Statement**

\_\_\_\_\_ County authorizes the following person to cast its vote at the 2015 Annual Meeting of the Virginia Association of Counties on November 10, 2015.

\_\_\_\_\_, a non-elected official of this county.

**-OR-**

\_\_\_\_\_ a supervisor from \_\_\_\_\_ County.

This authorization is:

Uninstructed. The proxy may use his/her discretion to cast \_\_\_\_\_ County's votes on any issue to come before the annual meeting.

Instructed. The proxy is limited in how he/she may cast \_\_\_\_\_ County's votes. The issues on which he/she may cast those votes and how he/she should vote are:  
(List issues and instructions on the back of this form)

Certified by: Name \_\_\_\_\_

Title \_\_\_\_\_

Locality \_\_\_\_\_

**FRANKLIN COUNTY**  
Board of Supervisors



**EXECUTIVE SUMMARY**

<p><b><u>AGENDA TITLE:</u></b> Rabies Clinic Request</p> <p><b><u>SUBJECT/PROPOSAL/REQUEST</u></b> Off site Rabies Clinic /approve rabies clinic request for animal welfare group</p> <p><b><u>STRATEGIC PLAN FOCUS AREA:</u></b> Goal # 4.3 Action Strategy: Develop public/private partnership to control the spread of rabies within the county</p> <p><b><u>STAFF CONTACT(S):</u></b> Messrs. Robertson, Hatcher</p>	<p><b><u>AGENDA DATE:</u></b> 10/20/2015      <b><u>ITEM NUMBER:</u></b></p> <p><b><u>ACTION:</u></b> Yes <b><u>INFORMATION:</u></b></p> <p><b><u>CONSENT AGENDA:</u></b> Yes <b><u>ACTION:</u></b>      <b><u>INFORMATION:</u></b></p> <p><b><u>ATTACHMENTS:</u></b></p> <p><b><u>REVIEWED BY:</u></b> </p>
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**BACKGROUND:** The prevention of the spread of rabies to humans through contact with companion animals is a primary objective for animal control. . Franklin County holds an annual rabies clinic each year in October in order to make rabies vaccinations conveniently available and affordable to dog and cat owners and local animal welfare groups have conducted off site rabies vaccination clinics with great success in recent years. 3.2-651 of the Code of Virginia outlines the conditions that must be met prior to conducting a rabies clinic. It states that a canine or feline can only be vaccinated outside the controlled environment of a certified veterinary facility after meeting two conditions. First, approval must be granted by the local health department. Second, the local governing body must declare the holding of such a clinic is for the health, safety, and welfare of the citizens to reduce the potential threat of rabies transmission in the area.

**DISCUSSION:** The local health department has confirmed numerous cases of rabies in the area primarily in wildlife animals. Within the past two years there have been two human exposures to rabies through contact with companion animals when they were exposed to rabies through contacts with wildlife. These cases typically result in post exposure rabies treatments as rabies is fatal to humans. In light of the public response to previous rabies clinics held in recent years, "Freedom's Last Chance", a local non-profit animal welfare and rescue agency has requested permission to conduct a rabies vaccination clinic this month at Tractor Supply Company on November 7<sup>th</sup> 2015 from 1:30 pm – 3:30 pm. Dr. Virginia Tatum will be the veterinarian that will administer the vaccinations. Rabies vaccination clinics for pets will help to reduce the potential spread of the rabies virus to humans by vaccinating companion animals. If permission is granted by the Board of Supervisors, the Health Department will approve the application to conduct the off-site rabies vaccination clinic sponsored by "Freedom's Last Chance".

**COMMENDATION:** Staff respectfully recommends that the Board of Supervisors approve the request from "Freedom's Last Chance" to hold the off-site rabies clinic at Tractor Supply Co on November 7<sup>th</sup>, 2015 to promote the health, safety, and welfare of the citizens to reduce the potential threat of rabies transmission in the area.





Business and  
Professional  
Women's  
Foundation

4

**NATIONAL BUSINESS WOMEN'S WEEK®**  
**October 19-23, 2015**

**Proclamation for the**

**NATIONAL BUSINESS WOMEN'S WEEK®**

**WHEREAS**, working women constitute 72 million, or almost half, of the nation's workforce and strive to serve their communities, their states and their nation in professional, civic and cultural capacities; and

**WHEREAS**, women-owned businesses account for 30% percent of all U.S. business, generating \$1.9 trillion in sales and employing \$9.2 million people; and

**WHEREAS**, working women should be applauded for their contributions to the workplace and the financial stability of their families especially during the economic downturn when more women have become their family's breadwinner; and

**WHEREAS**, the major goal of Business and Professional Women's Foundation is to promote equity for all women and to help create better conditions for working women through the study and advocacy of social, educational and economic issues impacting women in the workplace; and

**WHEREAS**, since 1928, National Business Women's Week® has honored the contributions of working women and employers who support working women and their families.

**NOW, THEREFORE BE IT RESOLVED**, by the Franklin County Board of Supervisors to publicly proclaim October 19 thru October 23 as

**NATIONAL BUSINESS WOMEN'S WEEK®**

\_\_\_\_\_  
Date


\_\_\_\_\_  
Signed

FRANKLIN COUNTY  
Board of Supervisors



Franklin County  
*A Natural Setting for Opportunity*

EXECUTIVE SUMMARY

<b><u>AGENDA TITLE:</u></b> Health Department Carryover Request	<b><u>AGENDA DATE:</u></b> October 20, 2015 <b><u>ITEM</u></b>
<b><u>SUBJECT/PROPOSAL/REQUEST</u></b> Request from the Franklin County Health Department to Carry Over \$12,134 in Local Funds from Fiscal Year 2014-2015	<b><u>NUMBER:</u></b>
<b><u>STRATEGIC PLAN FOCUS AREA:</u></b> <b><u>Goal #</u></b> <b><u>Action Strategy:</u></b>	<b><u>ACTION:</u></b> <b><u>INFORMATION:</u></b>
<b><u>STAFF CONTACT(S):</u></b> Messrs. Robertson, Copenhaver	<b><u>CONSENT AGENDA:</u></b> YES <b><u>ACTION:</u></b> YES <b><u>INFORMATION:</u></b>
	<b><u>ATTACHMENTS:</u></b> YES
	<b><u>REVIEWED BY:</u></b> 

**BACKGROUND:**

The Franklin County Health Department has \$12,134 remaining in grant funds for the fiscal year ended June 30, 2015.

**DISCUSSION:**

The Health Department would like to utilize the remaining grant funds in fiscal year 2015-2016 as additional local match funds towards new FY15-16 state funding of \$110,000. Any additional state funds must be matched at the local level (13% match rate).

Additional local funds of \$2,432 are also being requested at this time as additional match for the new state funding of \$110,000.

**RECOMMENDATION:**

Staff respectfully requests the Board of Supervisors allow the Health Department to keep the remaining grant funds of \$12,134 to offset additional state funding of \$110,000. Staff also recommends waiting on the additional appropriation request of \$2,432 until the end of the fiscal year when year-end balances are available from all funding sources.



# COMMONWEALTH of VIRGINIA

## *West Piedmont Health District*

P. O. Box 1032  
MARTINSVILLE, VIRGINIA 24114-1032

W. Brent Robertson  
County Administrator  
Franklin County  
1255 Franklin Street  
Rocky Mount, VA 24151

Dear Mr. Robertson,

We are processing our FY2015 year-end financial close, and we have funds of **\$12,133.94** that were generated from a grant that we would like to keep and "carry over" into the 2016 Budget year. The Central Finance Office is reviewing and auditing our year-end financial reports and we will provide you copies as soon as they certify and return the forms.

We are asking to keep these grant funds to partially offset increases in operational costs for FY2016.

Due to the timing of budget requests, we submitted our 2016 funding request to Franklin County before the General Assembly passed the new legislation in March. Conversely, the 2016 Franklin County Health Department funding request and funding commitment from Franklin County did not include any funding allowances for these increased costs.

The good news is that we were able to obtain an additional \$110,000 in much-needed, State-allocated general funds; however, in order to utilize these additional funds, they must be matched at the local level.

The increased general funds have caused a match shortage of **\$14,566** for Franklin County's FY2016 funding of the Health Department. We would like to use the grant funds to reduce the total local match shortage to **\$2,432.06** ( $14,566.00 - 12,133.94 = 2,432.06$ ).

We are asking that the Franklin County Board of Supervisors to allow us to keep the grant funds of **\$12,133.94** and provide additional funds of **\$2,432.06** to the Health Department as funding for FY2016.

Please advise if you approve of these two requests to fully match the FY2016 Health Department State funding.

Sincerely,

A handwritten signature in blue ink, appearing to read "Anne Lovette".

Anne Lovette  
Business Manager

FRANKLIN COUNTY  
Board of Supervisors



Franklin County  
*A Natural Setting for Opportunity*

EXECUTIVE SUMMARY

**AGENDA TITLE:** Communications site lease agreements

**SUBJECT/PROPOSAL/REQUEST**      Public      Safety  
Communications project/tower site lease approvals for Scruggs  
and Tom's Knob communications sites.

**STRATEGIC PLAN FOCUS AREA:**

**Goal #**

**Action Strategy:** Improved public safety services to citizens

**STAFF CONTACT(S):**

Messrs. Robertson, Hatcher

**AGENDA DATE:** 10/20/2015      **ITEM NUMBER:**

**ACTION:** Yes

**INFORMATION:**

**CONSENT AGENDA:** Yes

**ACTION:**

**INFORMATION:**

**ATTACHMENTS:**

**REVIEWED BY:** BR

**BACKGROUND:** The Board of Supervisors approved replacement of the current communications system in December 2014. The improvements to the system require the addition of four additional tower sites in the county. These sites will be the backbone of the communications system that will serve the citizens of the county for decades. The two sites that are the subject of this summary will require approval of a new lease agreement as well as approval of amendments to a current site lease.

**DISCUSSION:** The Blue Ridge Communications Tower site located in the Scruggs community is needed to improve communications coverage in the Westlake, Scruggs, Glade Hill, and Penhook area both on and around Smith Mountain Lake. The site must be developed as there is no tower currently located on the property. The 200 foot by 155 foot parcel being leased will contain a 195 foot lattice style tower as well as a communications building to house electronic radio equipment necessary for the site to properly function and will accommodate up to three additional future carriers. The site has completed the Planning and Zoning Approval process as well as several public hearings as well as a review by the county attorney. The terms of a lease agreement have been agreed to by both the landowners, Blue Ridge Group LLC, and Franklin County. Specific terms request a monthly lease of \$1500.00 with a 25% share of any revenues generated by future carriers to be paid to the landowner. Specific details are outlined in the attached proposed lease agreement.

The Tom's Knob Communications Tower site is part of the current Public Safety Communications system that serves Franklin County. The site was developed in 2007 to serve the southern portions of the county as a "receive only" tower site. There have been considerable improvements made to the site in recent years that involved the installation of commercial power and the construction of a new access road to the property. The site also provides internet service to the southern portions of the county where no cellular or DSL service currently available. There is already a lease in place between Audrey Mitchell, the current landowner, and Franklin County. Expansion of the site is necessary to accommodate a new tower that will be constructed as part of the new public safety communications system. Plans are to construct a 195 foot lattice style tower on the site as well as a new communications building. The current 30 foot by 30 foot leased space will need to be expanded to a 150 foot by 100 foot site to accommodate the necessary communications facilities. The proposed tower will hold the necessary antennas and microwave equipment for the new communications system as well as an additional three future carriers as required by county ordinance of any newly constructed

communications tower. The current tower will remain at the site and may be used by additional communications carriers to provide internet service and other communications to serve the public. Tom's Knob will become a vital part of the new system. The site will serve as the primary gateway for all communications to and from the 9-1-1 dispatch center through direct microwave connections to the Virgil Goode Building. The proposed tower construction has completed the required Planning and Zoning approval process as well as approval by the county attorney. Specific terms of the lease agreement request a monthly lease of \$1500.00 with a 25% share of any revenues generated by future carriers to be paid to the landowner. Specific details are outlined in the attached proposed lease agreement.

**RECOMMENDATION:** Staff respectfully recommends that the Board of Supervisors approve both proposed leases with the Blue Ridge Group LLC, and Audrey Mitchell for the communications sites.

## COMMUNICATIONS TOWER SITE LEASE

This Lease is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between **The Blue Ridge Group LLC located at P.O. Box 874, Hardy, VA, 24101** ("Lessor") and, **The County of Franklin**, a political subdivision of the Commonwealth of Virginia, 1255 Franklin St., Rocky Mount, Virginia ("Lessee").

*In consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is hereby covenanted and agreed as follows:*

1. Demise of Premises. Lessor hereby lets and demises unto Lessee, and Lessee hereby receives and accepts from Lessor, the following described parcel which is hereafter referenced as the "Premises":

*A 200 foot by 155 foot parcel of land lying with in parcel 0330003500 located on Bluewater Dr in Franklin County, Virginia. 100' by 100' of said parcel will be used for communications compound with a 100' wooded barrier sounding the compound. Geodetic Coordinates of the property approximately as follows:*

*37-04-44.00N*

*79-39-55.88W*

*This section of land is part of the parcel described in map book 03300, parcel 03500 located in the Franklin County Commissioner of Revenue's Office*

*A 20 foot easement for ingress and egress to the communications site measured 10 foot from the center of the existing roadway to the leased site, over and across the properties of the Lessor. A 30' by 30' section of easement will be included at communications compound site entrance to allow for a vehicle turn around area. A copy of the site plan showing the approximate existence of such easement is being attached hereto.*

*There is also established a fall area having a radius of 234 feet measured from the center of the tower base. Lessee will not be liable for damages within the fall area except for the re-establishment and planting of trees or other vegetation destroyed by the falling of the tower. Notwithstanding, the Lessor may enter upon the Fall Zone Area during the Lease Term and utilize the same for such purposes as will not interfere with the Lessee's operation of the Tower facility.*

2. Use of the Premises. Lessee shall be entitled to use the Premises and easement to install, operate, and maintain thereon a Public Safety Radio System Communications Tower not to exceed 195 feet in height and including related radio system networking equipment, station control, and performance monitoring functions, etc. Lessee may also use the property to contract with wireless internet service company(s), Cellular Carriers and for other uses for the good of the Citizens of Franklin County with the consent of Lessor, such consent for the collocation of common carriers being hereby given upon compliance by Lessee with section 8 of this document. Lessee's use of the Premises shall at all times comply with and conform to all laws and regulations applicable thereto. Lessee may sub-lease or assign or convey easement rights to any cellular carrier.



9. Restoration of Premises. Upon termination of this Agreement for any reason, Lessee shall restore the Premises at its expense as near as reasonably possible to the original condition and take all reasonable steps to surrender the Premises in condition such that the use of same by Lessor has not been changed or damaged. The restoration of the Premises, shall include, but not be limited to, replanting of trees and other vegetation so that the Premises can be re-established to its pre-lease condition of a forest area.

10. Base Rent. On or before the first day of each and every month of this lease, Lessee shall pay to the Lessor an amount equal to \$1,500.00 by mailing the payment to the Lessor at the address listed for the Lessor at PO Box 874, Hardy, VA 24101.

11. Profit Sharing. Lessee shall have the right to allow other communications or transmission receiving sub-tenants/licensees to co-locate on the tower that will be installed at the Premises. In the event that other communications or transmission receiving tenants/licensees do co-locate on the tower, then, in addition to the base rent, the Lessee shall pay to the Lessor twenty five percent (25%) of the gross revenue collected from the co-locate users of the tower. This additional rent is due and payable as long as Lessee receives such rental income from the sub-tenant/licensee and shall be paid to Lessor within ten (10) days of when Lessee receives payment from sub-tenant/licensee. At a minimum, Lessee shall provide a copy of each and every written agreement entered into between Lessee and sub-tenant/licensee and a quarterly accounting of the gross revenues derived from each agreement.

12. Adjustment in Base Rent. The basic annual rent shall be subject to adjustment for increases in the Consumer Price Index (hereinafter defined) as follows: At the end of the first (1st) year during the term of this lease and thereafter at the end of each succeeding lease year, and effective simultaneously with the date of each such adjustment, the annual basic annual rent (and the monthly installments thereof) shall be adjusted to the Consumer Price Index by multiplying the annual basic annual rent in effect immediately prior to each such adjustment by a fraction, the numerator of which shall be the Consumer Price Index as of the date of such adjustment and the denominator of which shall be the Consumer Price Index effective on the date the lease commences (but in no event shall the basic annual rent be reduced as a result of any such adjustment), and the annual basic annual rent thereby established by each such adjustment shall continue in effect as the annual basic annual rent required to be paid hereunder until again adjusted as herein provided. Because the publication of the Consumer Price Index may be delayed, the Landlord reserves the right, at its sole option, to use the most recently published figures available prior to the required adjustment. For all purposes of this lease, the "Consumer Price Index" is hereby defined to be "U.S. Department of Labor, Bureau of Vital Statistics, Washington, D.C., Consumer Price Index (CPI-W) for Urban Wage Earners and Clerical Workers (Revised Series): U.S. City Average, 20- 20=100," and if such index shall be discontinued, then any successor consumer price index of the United States Bureau of Labor Statistics or successor agency thereof, for the Washington Metropolitan Area may be used, or in the sole discretion of the Landlord, the Landlord shall substitute a comparable price index or formula and such substitute price index or formula shall have the same effect as if originally designated herein as the index. In the event there is a correction made in the adjustments by the Bureau of Labor, the Landlord reserves the right to make the same correction to the adjustment if, in the sole discretion of the Landlord, the adjustment is deemed appropriate and the Tenant shall be bound to such adjustment upon written notification thereof.

3. Privileges Appurtenant. Lessor hereby confers upon Lessee the following Privileges appurtenant to the Premises, which shall be irrevocable for the duration hereof:

To extend and connect lines for electric and telephone utility service between Lessee's communications site and suitable utility company service connection points;

To clear, construct and utilize an area not to exceed 30 feet by 30 feet within 100 feet of the communications site and generally along the existing roadway for turn around and parking of construction and maintenance vehicles;

The above Privileges must be approved in location and extent by Lessor and must not unduly disturb the value of the Premises.

4. Alterations. Lessee's alterations to the property and surrounding grounds shall be performed at Lessee's sole cost, free from liens, in a good and workmanlike manner complying with applicable codes, and according to detailed plans and specifications which have received the prior approval of Lessor's designated representative, which approval shall not unreasonably be withheld. The Lessor has reviewed and approved the site plan that was submitted by the Lessee for a Special Use Permit. As part of the alterations to the Premises and surrounding property, the Lessee agrees as part of this lease that it will install a gravel road to the compound site from the state road and buffer the site from view of the remaining Lessor's property by planting Leland Pines. Further, the Lessee agrees that Lessee, at its sole expense, shall be responsible to remove and dispose of a doublewide manufactured home and attached garage/concrete pad that is now located on other adjoining property of the Lessor.

5. Upkeep and Repair. The Lessee shall be responsible for any and all upkeep and maintenance of the Premises.

6. Term. The term of this Lease shall commence on \_\_\_\_\_, 2015 and shall expire twenty (20) years thereafter. Possession of the Premises by the Lessee shall not commence until this lease had been fully executed and the Lessee has paid the Lessor for the first month's rent.

7. Option to Renew. Lessee shall have the option to renew this Lease for two (2) additional periods of (5) years each. Lessee shall give written notice at least 90 days before the expiration of the lease if Lessee chooses not to renew the lease. The absence of any notification before the 90 day period shall constitute an automatic renewal of the lease.

8. Option to Terminate. Lessee acknowledges that Lessor is vacating boundary lines between its two adjoining parcels to accommodate the setback requirements needed by Lessee for installation of the Tower on the Premises, and that it is foreseeable that the Lessor will not be able to re-establish the boundary line after the termination of this lease. But for the long-term length of this lease, Lessor would not agree to vacate this boundary line. In consideration thereof, Lessee shall have the option to terminate this Lease; however, the ability to do so shall be based upon an articulable and commercially reasonable rationale.. Lessee's exercise of this option shall obligate Lessee to surrender the Premises no later than the effective date of such termination.

13. Utilities and Taxes. The Lessee shall be responsible for payment of all utility charges incurred on the Premises during the term of this Agreement. The Lessee shall pay any and all personal property taxes and real estate taxes assessed against the Premises and/or its sub-tenants' improvements thereon during the term of this Agreement. Lessee shall solely and independently be responsible for all costs of providing utilities to the Premises, including the separate metering, billing, and payment of utility services consumed by Lessee's operations.

14. Access. Lessee shall have unrestricted access to the Premises at all hours of the day and night, subject to such reasonable rules and regulations as Lessor may impose, but notwithstanding, Lessee and Lessor agree that traffic from dusk until dawn will be limited to emergency situations only.

15. Indemnification. Lessee shall indemnify and hold Lessor harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Lessee, or in any way resulting from Lessee's presence upon Lessor's lands. Lessor shall indemnify and hold Lessee harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Lessor. Nothing in this Article shall require a party to indemnify the other party against such other party's own willful or negligent misconduct.

16. Insurance. Lessee shall continuously maintain in full force and effect a policy of general liability insurance for damages to person or property or for loss of life or of property in an amount not less than \$1,000,000 for bodily injuries, death or property damage per occurrence and not less than a minimum limit of \$2,000,000 in the aggregate. Lessee shall be named as an additional insured. A copy of the declarations page of the policy shall be provided to the Lessee on an annual basis.

17. Events of Default. Each of the following events shall be deemed a breach of this Agreement: (a) failure by Lessee to pay rent, additional rent, late charges or interest thereon as and when due; (b) failure by either party to comply with any term or requirement of this Agreement; and (c) the Lessee's allowing of liens, encumbrances, or other unpaid taxes to remain against the Premises or Lessor's other property for longer than the Cure Period described herein.

18. Remedies Upon Default. A non-defaulting party may, upon thirty (30) days prior written notice to the defaulting party and the failure of the defaulting party to cure such default within thirty (30) days after receiving such notice, either (i) declare this Agreement terminated, or (ii) in case of a breach by the Lessor, the Lessee may, in its sole discretion, elect to remedy the Lessor's breach, or (iii) pursue such legal and equitable remedies as are available against the defaulting party.

19. Opportunity to Cure Defaults. If Lessor or Lessee fails to comply with any provision of this Lease which the other party claims to be a default hereof, the party making such claim shall serve written notice of such default upon the defaulting party, whereupon a grace period of 30 days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of the default. Cure of the default must be secured within a reasonable time.

20. Transferability of Lessee's Interest. Lessee shall be entitled to transfer Lessee's interest under this Lease, in whole but not in part, and to delegate all of Lessee's obligations

hereunder, with the consent of Lessor, such consent not to be unreasonably withheld, in connection with the transfer of Lessee's FCC radio station authorization, and to ensure that the named holder of Lessee's interest hereunder may read consistently with the named holder of such radio station authorization.

21. Subleasing. Subject to the Profit-Sharing provisions of this Agreement, Lessee shall be permitted to sublet the premises or any portion thereof for the purpose of providing high speed internet service or Cellular service to the citizens of Franklin County with the consent of Lessor, such consent being hereby given upon compliance by Lessee with all of the other provisions of this document.

22. Sale of Property. If at any time during the Lease Term Lessor decides to sell, trade, give, or otherwise convey all or part of Lessor's property, of which the Leased Premises is a part, to a party other than Lessee, then such conveyance shall be under and subject to this Lease and Lessee's rights hereunder. Any conveyance by Lessor of the portion of the Leased Premises underlying the right-of-way herein granted shall be under and subject to the right of Lessee in and to said right-of-way.

23. Execution of Other Instruments. Lessor agrees to execute, acknowledge, and deliver to Lessee other instruments respecting the Premises, as Lessee may reasonably request from time to time; provided that any such instruments are merely in furtherance of, and do not substantially expand, Lessee's rights and privileges herein established.

24. Title, Access and Authority. Lessor covenants and warrants to Lessee that Lessor presently owns the fee simple interest in and to the Property; that Lessor is duly authorized and empowered to enter into this lease; and that the person executing this lease on behalf of the Lessor warrants himself to be duly authorized to bind the Lessor hereto.

25. Environmental Warranty. Lessor hereby represents and warrants to Lessee that Lessor has never generated, stored, handled, or disposed of any hazardous waste or hazardous substances upon the Premises, and that Lessor has no knowledge of such uses historically having been made of the Premises or such substances historically having been introduced thereupon.

26. Subordination. Lessee agrees to subordinate this Lease to any mortgage or trust deed which may hereafter be placed on the Premises, provided such mortgagee or trustee thereunder shall inure to Lessee the right to possession of the Premises and other rights granted to Lessee herein so long as Lessee is not in default beyond any applicable grace or cure period. Further, Lessor agrees to promptly have any mortgage or trustee which has a mortgage or trust deed currently placed on the Premises execute a non-disturbance agreement in a form reasonably satisfactory to Lessee.

27. Notices. Any notice, demand or communication which Lessor or Lessee shall desire or be required to give pursuant to the provisions of this Lease shall be sent by registered or certified mail; and the giving of any such notices shall be deemed complete upon mailing in a United States Post Office with postage charges prepaid, addressed to the party intended to be given such notice at its address as first above set forth in this Lease or to such other address as such party may heretofore have designated. Any notice sent to Lessor shall also be sent to counsel for Lessor at: Gilbert, Bird & Weston, PC, 13595 Booker T. Washington Highway, Moneta, VA 24121.

28. Contingencies. Lessee shall have the right to cancel this Lease upon written notice to Landlord, relieving both parties of all further obligations hereunder, if Lessee, acting reasonably and in good faith, shall be unable to obtain any or all licenses or permits required to construct its intended improvements upon the Premises and/or conduct Lessee's business at the Premises; if Lessee's technical reports fails to establish to Lessee's satisfaction that the Premises are capable of being suitably engineered to accomplish Lessee's intended use of the Premises; or if Lessee's title insurer determines that Lessor does not own good and clear marketable title to the land underlying the Premises, or if such title has encumbrances and restrictions which would interfere with Lessee's intended use of the Premises.

29. Lessee's Personal Property. Lessor hereby agrees that all of Lessee's Equipment is and shall remain Lessee's personal property, free from any lien of Lessor, and that the same shall never be considered fixtures to the Premises. Lessee shall at all times be authorized to remove Lessee's Equipment from the Premises, provided that such removal is accomplished without damage to the facilities.

30. Casualty. In the event that the communications facility or tower is destroyed or substantially damaged by casualty, Lessee may, within sixty (60) days of the event of casualty, elect to either repair and restore the Premises or terminate this Lease without any liability to Lessee. If Lessee elects to repair and restore the premises, Lessee shall promptly undertake all necessary work to accomplish the same, and upon completion thereof, Lessee shall reoccupy the Premises and continue to be bound by this lease. Under no circumstances shall Lessor be liable to Lessee for any damage to, or costs of restoring, Lessee's equipment as a result of such event of casualty.

31. Environmental Matters. (a) Lessee will be solely responsible for and will defend, indemnify and hold Lessor, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including attorney's fees and costs, arising out of or in connection with the cleanup or restoration of the Premises associated with the Lessee's use of Hazardous Materials. (b) Lessor will be solely responsible for and will defend, indemnify, and hold Lessee, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including attorney's fees and costs, arising out of or in connection the removal, cleanup, or restoration of the Premises with respect to Hazardous Materials from any and all sources other than those Hazardous Materials introduced to the Premises by Lessee.

(c) "Hazardous Materials" means asbestos or any hazardous substance, waste or materials as defined in any federal, state, or local environmental or safety law or regulation including, but not limited to, CERCLA .

*The obligations of this Section shall survive the expiration or other termination of this Lease.*

32. Surrender. Upon the expiration of this Lease, Lessee shall remove all of Lessee's property from the Premises and, subject to the terms and provisions provided for herein related to restoration of the Premises, shall surrender the Premises to Lessor in the same condition as existed prior to Lessee's possession thereof, or in as nearly the same condition as it is practicable to achieve, reasonable wear and tear excepted.

33. Attorney's fees. In any action on this Lease at law or in equity, the prevailing party shall be entitled to recover the reasonable costs of its successful case, including reasonable attorney's fees and costs of appeal.

34. Choice of Laws and Venue. The parties agree that this lease shall be interpreted in accordance with the laws of the Commonwealth of Virginia. The parties agree that the venue for any action arising out of this agreement shall be a court of competent jurisdiction in the County of Franklin, Virginia.

35. Entire Agreement. This Lease constitutes the entire agreement between the parties and supersedes any prior understandings or oral or written agreements between the parties respecting the within subject matter.

36. Modifications. This Lease may not be modified, except in writing signed by the party against whom such modification is sought to be enforced.

37. Binding Effect. All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

38. Memorandum of Lease Agreement. This Lease shall not be recorded; however, the Lessor and the Lessee will execute, acknowledge and deliver a recordable Memorandum of Lease Agreement in the form attached hereto as Exhibit "A". Either party may record this memorandum at any time in its absolute discretion.

IN WITNESS WHEREOF, the parties hereto bind themselves to this Communications Tower Site Lease as of the day and year first above written.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –  
SIGNATURES BEGIN ON NEXT PAGE)



GRANTOR/LESSOR: THE BLUE RIDGE GROUP, LLC

[Signature]  
By: \_\_\_\_\_  
Its: Partner

State of Virginia;  
County of Franklin;

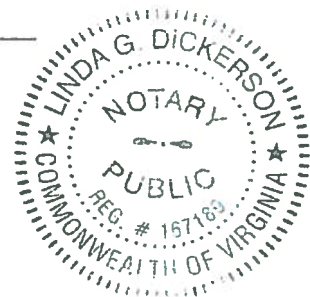
I, Linda G. Dickerson, a Notary Public in the County and State aforesaid,  
hereby certify that Judy Johnson, the Partner of The Blue  
Ridge Group, LLC, and whose identity is known to me personally or has been proven by acceptable  
photographic evidence, executed and acknowledged the foregoing before me on this the 27th day of  
July, 2015, for and on behalf of said Virginia Corporation.

My Commission Expires: 9-30-2017

Linda G. Dickerson

NOTARY PUBLIC

Notary Reg. No. 167189



**GRANTEE/LESSEE: THE COUNTY OF FRANKLIN**

By: \_\_\_\_\_

Name:

Its:

*State of Virginia;*

*County of Franklin:*

I, \_\_\_\_\_ a Notary Public in the County and  
State aforesaid, hereby certify that \_\_\_\_\_, the  
\_\_\_\_\_ of The County of Franklin, Virginia, and whose identity is known to me  
personally or has been proven by acceptable photographic evidence, executed and acknowledged the  
foregoing before me on this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

Notary Reg. No. \_\_\_\_\_

**COMMUNICATIONS  
TOWER SITE LEASE**

This Lease is made and entered into the \_\_\_\_ day of October, 2015 by and between **Audrey R. Mitchell**, of 4495 Sontag Road, Rocky Mount, Virginia ("Lessor") and, **The County of Franklin**, a political subdivision of the Commonwealth of Virginia, 1255 Franklin Street, Rocky Mount, Virginia ("Lessee").

In consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is hereby covenanted and agreed as follows:

1. Demise of Premises. Lessor hereby lets and demises unto Lessee, and Lessee hereby receives and accepts from Lessor, the following described Premises:

A 175 foot by 100 foot parcel of land lying atop of the geographical location known as Tom's Knob and part of Chestnut Mountain, accessed from Squirrel Run Lane via Tom's Knob Road in Franklin County, Virginia with Geodetic Coordinates of the property approximately as follows:

36 Degrees-51'-59.06" N. Latitude  
79 Degrees-48"-15.48" W. Longitude

This section of land is part of the parcel described in map book 103, parcel 018 located in the Franklin County Commissioner of Revenue's Office

A 20 foot easement for ingress and egress to the communications site measured 10 foot from the center of the existing access road beginning from Squirrel Run Lane to the tower site and across the properties of the Lessor, a copy of a map showing the approximate existence of such easement being attached hereto.

2. Use of the Premises. Lessee shall be entitled to use the Premises and easement to install, operate, and maintain thereon two (2) Public Safety Radio System Communications Towers, one not to exceed 150 feet in height and the second not exceed 200 feet in height, including any buildings and structures related to the radio system networking equipment, station control, and performance monitoring functions, etc. Lessee may also use the property to contract with wireless internet service company(s), and cellular telephone service providers, for connectivity to other County facilities and for other uses for the

good of the Citizens of Franklin County with the consent of Lessor, such consent for the initial wireless internet provider being hereby given upon compliance by Lessee with section 8 of this document. Lessee's use of the Premises shall at all times comply with and conform to all laws and regulations applicable thereto. Lessee may not sub-lease or assign or convey easement rights to any cellular carrier or to anyone else for any purpose.

3. Privileges Appurtenant. Lessor hereby confers upon Lessee the following Privileges appurtenant to the Premises, which shall be irrevocable for the duration hereof:

- (a) To extend and connect lines for electric and telephone utility service between Lessee's communications site and suitable utility company service connection points;
- (b) To clear, construct and utilize an area not to exceed 130 feet by 180 feet within 100 feet of the communications site and generally along the existing roadway for turn around and parking of construction and maintenance vehicles;

The above Privileges must be approved in location and extent by Lessor and must not unduly disturb the value of the Premises.

4. Alterations. Lessee's alterations to the property and surrounding grounds shall be performed at Lessee's sole cost, free from liens, in a good and workmanlike manner complying with applicable codes, and according to detailed plans and specifications which have received the prior approval of Lessor's designated representative, which approval shall not unreasonably be withheld.
5. Term. The term of this Lease shall commence on \_\_\_\_\_ and shall expire five (5) years thereafter.
6. Option to Renew. Lessee shall have the option to renew this Lease for three (3) additional periods of five (5) years each. Lessee shall give written notice at least 90 days before the expiration of the lease if Lessee chooses not to renew the lease. The absence of any notification before the 90 day period shall constitute an automatic renewal of the lease.
7. Option to Terminate. Lessee shall have the unilateral right to terminate this Lease at any time by giving Lessor written notice of Lessee's exercise of

this option. Lessee's exercise of this option shall obligate Lessee to surrender the Premises not later than the effective date of such termination. Upon termination of this Agreement for any reason, Lessee shall restore the Premises at its expense as near as reasonably possible to the original condition and take all reasonable steps to surrender the Premises in condition such that the use of same by Lessor has not been changed or damaged.

8. Base Rent. Lessee shall pay the Lessor a monthly amount of \$1500, and an annual amount equal to the annual Real Estate Property Taxes assessed to the parcel of land on which the Premises are located and will continue to pay this amount each year during the term of the Lease. Lessor upon paying the Property Taxes shall provide a copy of the receipt to the Lessee attached to an invoice for payment processing. Lessor will be entitled to 25% of the revenue collected for collocate users of the tower. This revenue will be shared for the term of the collocate agreement with Franklin County.

Further, when wireless internet service becomes available from the equipment installed on the Premises, Lessee shall provide Lessor with four (4) wireless internet service connections from such facilities. These connections shall be installed without cost to Lessor at the home of Lessor and the home of Charles Mitchell and remain operational for the duration of time that wireless internet service is operational on the Premises and as long as these two residences are able to receive such wireless internet service without more than normal installation requirements such as towers, poles, or other physical structures required to receive the wireless internet signal.

9. Adjusted Rent. On every renewal period of the lease, the Lessor may review the rent amount and adjust that amount as necessary. The increase may not exceed the consumer price index, compounded for the time since the last lease renewal, of the rental rate at the time of renewal. Lessor shall provide written notice to Lessee of an increase not later than 60 days prior to the renewal date.
10. Utilities. Lessee shall solely and independently be responsible for all costs of providing utilities to the Premises, including the separate metering, billing, and payment of utility services consumed by Lessee's operations.
11. Access. Lessee shall have unrestricted access to the Premises at all hours of the day and night, subject to such reasonable rules and regulations as Lessor may impose.

12. Indemnification . Lessee shall indemnify and hold Lessor harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Lessee, or in any way resulting from Lessee's presence upon Lessor's lands. Lessor shall indemnify and hold Lessee harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Lessor. Nothing in this Article shall require a party to indemnify the other party against such other party's own willful or negligent misconduct.
13. Insurance. Lessee shall continuously maintain in full force and effect a policy of general liability insurance for damages to person or property or for loss of life or of property in an amount not less than \$1,000,000 for bodily injuries, death or property damage per occurrence and not less than a minimum limit of \$2,000,000 in the aggregate.
14. Opportunity to Cure Defaults. If Lessor or Lessee fails to comply with any provision of this Lease which the other party claims to be a default hereof, the party making such claim shall serve written notice of such default upon the defaulting party, whereupon a grace period of 30 days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of the default. Cure of the default must be secured within a reasonable time.
15. Transferability of Lessee's Interest. Lessee shall be entitled to transfer Lessee's interest under this Lease, in whole but not in part, and to delegate all of Lessee's obligations hereunder, with the consent of Lessor, such consent not to be unreasonably withheld, in connection with the transfer of Lessee's FCC radio station authorization, and to ensure that the named holder of Lessee's interest hereunder may read consistently with the named holder of such radio station authorization.
16. Subleasing. Lessee shall be permitted to sublet the Premises or any portion thereof for the purpose of providing high speed internet service to the citizens of Franklin County with the consent of Lessor, such consent for the initial wireless internet provider being hereby given upon compliance by Lessee with section 8 of this document.
17. Sale of Property. If at any time during the Lease Term Lessor decides to sell, trade, give, or otherwise convey all or part of Lessor's property, of which the Leased Premises is a part, to a party other than Lessee, then such conveyance shall be under and subject to this Lease and Lessee's rights hereunder. Any conveyance by Lessor of the portion of the Leased Premises underlying the right-of-way herein granted shall be under and subject to the right of Lessee in and to said right-of-way.



18. Execution of Other Instruments. Lessor agrees to execute, acknowledge, and deliver to Lessee other instruments respecting the Premises, as Lessee may reasonably request from time to time; provided that any such instruments are merely in furtherance of, and do not substantially expand, Lessee's rights and privileges herein established.
19. Title, Access and Authority. Lessor covenants and warrants to Lessee that Lessor presently owns the fee simple interest in and to the Property; that Lessor is duly authorized and empowered to enter into this lease; and that the person executing this lease on behalf of the Lessor warrants himself to be duly authorized to bind the Lessor hereto.
20. Environmental Warranty. Lessor hereby represents and warrants to Lessee that Lessor has never generated, stored, handled, or disposed of any hazardous waste or hazardous substances upon the Premises, and that Lessor has no knowledge of such uses historically having been made of the Premises or such substances historically having been introduced thereupon.
21. Subordination. Lessee agrees to subordinate this Lease to any mortgage or trust deed which may hereafter be placed on the Premises, provided such mortgagee or trustee thereunder shall inure to Lessee the right to possession of the Premises and other rights granted to Lessee herein so long as Lessee is not in default beyond any applicable grace or cure period. Further, Lessor agrees to promptly have any mortgage or trustee which has a mortgage or trust deed currently placed on the Premises execute a non-disturbance agreement in a form reasonably satisfactory to Lessee.
22. Notices. Any notice, demand or communication which Lessor or Lessee shall desire or be required to give pursuant to the provisions of this Lease shall be sent by registered or certified mail; and the giving of any such notices shall be deemed complete upon mailing in a United States Post Office with postage charges prepaid, addressed to the party intended to be given such notice at its address as first above set forth in this Lease or to such other address as such party may heretofore have designated.
23. Contingencies. Lessee shall have the right to cancel this Lease upon written notice to Landlord, relieving both parties of all further obligations hereunder, if Lessee, acting reasonably and in good faith, shall be unable to obtain any or all licenses or permits required to construct its intended improvements upon the Premises and/or conduct Lessee's business at the Premises; if Lessee's technical reports fails to establish to Lessee's satisfaction that the Premises are capable of being suitably engineered to accomplish Lessee's intended use of the Premises; or if Lessee's title insurer determines that Lessor does not own good and clear marketable title to the land underlying the Premises,

or if such title has encumbrances and restrictions which would interfere with Lessee's intended use of the Premises.

24. Lessee's Personal Property. Lessor hereby agrees that all of Lessee's Equipment is and shall remain Lessee's personal property, free from any lien of Lessor, and that the same shall never be considered fixtures to the Premises. Lessee shall at all times be authorized to remove Lessee's Equipment from the Premises, provided that such removal is accomplished without damage to the facilities.
25. Casualty. In the event that the facility is destroyed or substantially damaged by casualty, Lessee may, within sixty (60) days of the event of casualty, elect to either repair and restore the Premises or terminate this Lease without any liability to Lessor. If Lessee elects to repair and restore the premises, Lessee shall promptly undertake all necessary work to accomplish the same, and upon completion thereof, Lessee shall reoccupy the Premises and continue to be bound by this lease. Under no circumstances shall Lessor be liable to Lessee for any damage to, or costs of restoring, Lessee's equipment as a result of such event of casualty. Lessee's rent shall abate commensurately with the extent and duration of Lessee's loss of use, and Lessor shall notify Lessee in writing within fifteen (15) days following the occurrence of the damage whether Lessor elects to repair and restore the facility .
26. Environmental Matters.
- a. Lessee will be solely responsible for and will defend, indemnify and hold Lessor, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including attorney's fees and costs, arising out of or in connection with the cleanup or restoration of the Premises associated with the Lessee's use of Hazardous Materials.
  - b. Lessor will be solely responsible for and will defend, indemnify, and hold Lessee, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including attorney's fees and costs, arising out of or in connection the removal, cleanup, or restoration of the Premises with respect to Hazardous Materials from any and all sources other than those Hazardous Materials introduced to the Premises by Lessee.
  - c. "Hazardous Materials" means asbestos or any hazardous substance, waste or materials as defined in any federal, state, or local environmental or safety law or regulation including, but not limited to, CERCLA .

The obligations of this Section shall survive the expiration or other termination of this Lease.

27. Surrender. Upon the expiration of this Lease, Lessee shall remove all of Lessee's property from the Premises and surrender the Premises to Lessor in the same condition as existed prior to Lessee's possession thereof, or in as nearly the same condition as it is practicable to achieve, reasonable wear and tear excepted.

28. Attorney's fees. In any action on this Lease at law or in equity, the prevailing party shall be entitled to recover the reasonable costs of its successful case, including reasonable attorney's fees and costs of appeal.

29. Choice of Laws and Venue. The parties agree that this lease shall be interpreted in accordance with the laws of the Commonwealth of Virginia. The parties agree that the venue for any action arising out of this agreement shall be a court of competent jurisdiction in the County of Franklin, Virginia.

30. Entire Agreement. This Lease constitutes the entire agreement between the parties and supersedes any prior understandings or oral or written agreements between the parties respecting the within subject matter.

31. Modifications. This Lease may not be modified, except in writing signed by the party against whom such modification is sought to be enforced.

32. Binding Effect. All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto bind themselves to this  
Communications Tower Site Lease as of the day and year first above written.

**LESSOR:**

**LESSEE:**

**County of Franklin, Virginia**  
A Political Sub-Division  
of  
the Commonwealth of  
Virginia

Attest: \_\_\_\_\_  
Audrey R. Mitchell

By: \_\_\_\_\_  
W. Frank Robertson  
County Administrator

STATE OF Virginia    )  
COUNTY OF Franklin)

I, the undersigned, a notary public in and for the State and County

aforesaid, do hereby certify that Audrey R. Mitchell of 4495 Sontag Road, Rocky Mount, Virginia, known to me to be the same person whose name is subscribed to the foregoing Communications Tower Site Lease, appeared before me this day in person and acknowledged that, pursuant to (his) (her) authority, (he) (she) signed the said Lease as (his) (her) free and voluntary act, and as the free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2015.

My Commission Expires \_\_\_\_\_

Notary Public

STATE of Virginia                    )  
COUNTY OF Franklin                )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that W. Frank Robertson, County Administrator for Franklin County, Virginia, known to me to be the same person whose name is subscribed to the foregoing Communications Tower Site Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Lease as his free and voluntary act on behalf of the named Lessee, for the uses and purposes therein stated.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2015.

My Commission Expires \_\_\_\_\_

Notary Public

Approved as to form:

By: \_\_\_\_\_

B. James Jefferson, County Attorney

FRANKLIN COUNTY  
Board of Supervisors



EXECUTIVE SUMMARY

<b><u>AGENDA TITLE:</u></b> Public Hearing on Granting of Option to Purchase Site 1 at the Franklin County Commerce Center by Stik-Pak Solutions, Inc.	<b><u>AGENDA DATE:</u></b> October 20, 2015	<b><u>ITEM NUMBER:</u></b>
<b><u>SUBJECT/PROPOSAL/REQUEST</u></b> Public Hearing and Recommended Approval of granting an option to purchase Site 1 at the Franklin County Commerce Center to Stik-Pak Solutions, Inc.	<b><u>ACTION:</u></b>	
<b><u>STAFF CONTACT(S):</u></b> Robertson, Burnette	<b><u>CONSENT AGENDA:</u></b>	
	<b><u>ACTION:</u></b>	
	<b><u>ATTACHMENTS:</u></b> Proposed Option to Purchase Agreement	
	<b><u>REVIEWED BY:</u></b> BR	

**BACKGROUND**

For several months, the Franklin County Office of Economic Development has been working with Stik-Pak Solutions, Inc., a Franklin County company, on a potential expansion project. The proposed expansion, if it occurs, would take place on the 9.5-acre pad located on Site 1 at the Franklin County Commerce Center. The company would like to secure an option to purchase the property for this expansion to give it time to complete designs and cost estimates for its potential project without the worry of having the property sold while it is in its due diligence phase. This option would run from October 20, 2015 to October 20, 2016. An option to purchase the 30.5-acre property for this project by Stik-Pak Solutions is being proposed.

**DISCUSSION**

Staff is proposing the execution of an option to purchase agreement with Stik-Pak Solutions, Inc. that will allow them the right to purchase for \$1 approximately 30.541 acres of the 53.502 acre tract recorded in the Franklin County Circuit Court Clerk's Office in Deed Book 814, at Page 1494 and known as Franklin County Commerce Center Site 1. This includes a graded building pad located thereon containing a total of approximately 9.5 acres. This option agreement would run from October 20, 2015 through October 20, 2016. If exercised, the Company will purchase the above-mentioned site for \$1 as an incentive and in return for a currently undisclosed expansion project that will bring new jobs and investment to Franklin County. As a matter of law, the Board must hold a public hearing before entering into such an agreement to dispose of County-owned property. A public hearing has been scheduled for 3:00PM on Tuesday, October 20, 2015 during the Board's regular meeting time to hear citizen comments regarding this proposed option to purchase agreement. After hearing from the public, the Board can consider the proposed agreement and can approve its execution if it so chooses. Staff believes that this proposal will be advantageous to the County and its citizens and, therefore, recommends that the Board approve the proposed option to purchase agreement with Stik-Pak Solutions, Inc.

**RECOMMENDATION**

Staff respectfully requests the Board hear public comment on this proposed agreement and then consider approval of the option to purchase agreement with Stik-Pak Solutions, Inc.

## OPTION AGREEMENT

Optionor is the County of Franklin, a political subdivision of the Commonwealth of Virginia, its office located at 1255 Franklin Street, Suite 112 (County Administrator), Rocky Mount, Virginia 24151, hereinafter referred to as "County". Optionee is Stik-Pak Solutions, Inc., a Virginia corporation, having its principal office at 60 Commerce Road, Rocky Mount, Virginia 24151, and its registered agent is Nicholas C. Conte, 110 South Jefferson Street, Suite 1400, Roanoke, Virginia 24011, hereinafter referred to as "Company".

### RECITALS:

1. County as a benefit to its citizens provides incentives to businesses, which entities create jobs for local citizens.
2. Company is interested in creating job opportunities in Franklin County on land located in the Franklin County Commerce Center, Route 220 South, Rocky Mount, Virginia. County, according to the terms of the option agreement hereinafter set out, is willing to provide land to Company according to the terms of the option agreement, but the provision of the land will be subject to a written agreement that will in all respects survive closing (transfer of the land) as hereinafter set forth, which agreement is intended to protect the citizens of Franklin County as to its investment in the Company effort to create job opportunities and expand the tax base for Franklin County. The terms of this agreement will not be disclosed to the public until the option is exercised and will be at a time agreed upon by County and Company. This is done to protect Company from any negative impacts to which it might be exposed by letting any competitors know what Company may be intending to do over any given period of time.



NOW, THEREFORE,

WITNESSETH:

THIS OPTION AGREEMENT is made this the \_\_\_ day of October, 2015, by and between County and Company. County does hereby grant and give to Company the right to purchase Site 1 containing approximately 30.514 acres of the Franklin County Commerce Center according to that two page plat dated March 4, 2015, made by Earth Environmental and Civil, which plat is attached hereto and thereby referenced as part of this agreement for the purchase price of ONE DOLLAR (\$1.00). Company is given the exclusive right to purchase the property for the sum of One Dollar (\$1.00) from October 20, 2015 through October 20, 2016. The purchase agreement must be executed on or before October 20, 2016, which is the end of the option period and closing must then occur prior to August 31, 2017. Company will agree to the terms of and be bound by the terms of the agreement referenced in Recital # 2 at the time of execution of the purchase agreement. Performance standards will be released at a time agreed upon by County and Company.

COUNTY OF FRANKLIN, VIRGINIA

BY: \_\_\_\_\_

W. Brent Robertson, Administrator

STIK-PAK SOLUTIONS, INC.

BY: \_\_\_\_\_

**COUNTY OF FRANKLIN, VIRGINIA  
ANNOUNCEMENT OF PUBLIC HEARING  
TO CONSIDER GRANTING OF OPTION TO PURCHASE COUNTY  
PROPERTY**

In accordance with the provisions of Section 15.2-1800 of the Code of Virginia, as amended, notice is hereby given to all interested parties that the Board of Supervisors of the County of Franklin, Virginia will conduct a public hearing on a proposed option to purchase property located at 244 Corporate Drive, Rocky Mount, Virginia with said property identified as a portion of Franklin County Tax Map # 0820013811; which tract contains approximately 30.541 acres of the 53.502 acre tract recorded in the Franklin County Circuit Court Clerk's Office in Deed Book 814, at Page 1494. The graded building pad located thereon contains a total of approximately 9.5 acres. The County of Franklin is interested in granting an option to purchase right through October 20, 2016 for the above-mentioned tract to Stik-Pak Solutions, Inc.

A copy of the proposed option to purchase agreement is available for review in the Office of Clerk, Sharon K. Tudor, MMC, 1255 Franklin Street, Suite 111, Rocky Mount, Virginia.

Said public hearing will be held at approximately **3:00 P.M., Tuesday, October 20, 2015** at the Board of Supervisor's Meeting Room, located at the Franklin County Government Center, 1255 Franklin Street, Suite 104, Rocky Mount, Virginia.

All requests for reasonable accommodations due to a disability should be made to the County with at least a 48 hour notice.

All interested parties are encouraged to attend.

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Sharon K. Tudor, MMC, Clerk  
Franklin County Board of Supervisors

**FRANKLIN NEWS POST:**  
**Friday, October 9 & 16, 2015 editions**

FRANKLIN COUNTY  
Board of Supervisors



EXECUTIVE SUMMARY

<b><u>AGENDA TITLE:</u></b> Mountain Valley Pipeline Project Update	<b><u>AGENDA DATE:</u></b> October 20, 2015
<b><u>SUBJECT/PROPOSAL/REQUEST:</u></b> Resolution concerning Mountain Valley Pipeline	<b><u>ITEM NUMBER:</u></b>
<b><u>STRATEGIC PLAN FOCUS AREA:</u></b>	<b><u>ACTION:</u></b> Yes
<b><u>Action Strategy:</u></b> N/A	<b><u>INFORMATION:</u></b>
<b><u>STAFF CONTACT(S):</u></b> Robertson, Whitlow, Sandy	<b><u>CONSENT AGENDA:</u></b> No
	<b><u>ATTACHMENTS:</u></b> No
	<b><u>REVIEWED BY:</u></b> PR

**BACKGROUND:** On September 15, 2015, the Board was presented with an overview of the Mountain Valley Pipeline project proposed to transect Franklin County. Steven Sandy discussed some actions from other localities as well as a resolution that Roanoke County was prepared to adopt at their September meeting. The resolution from Roanoke County petitions the Governor of Virginia to take some specific actions related to erosion and sediment control and storm water management review of this project, including:

1. The Governor of VA to provide adequate direction and resources to VA DEQ to adequately oversee and manage the project.
2. VA DEQ to require project-specific Erosion and Sediment Control and Storm water Management Plans for project.
3. Prior to construction, VA DEQ to require MVP officials and their inspectors to meet with local officials to discuss implementation of plans.

The Board discussed the matter and requested staff to prepare a similar resolution for their consideration. The Board also requested staff to prepare an estimate of potential costs to the County to provide review and inspection activities related to the pipeline construction in Franklin County.

**DISCUSSION:** One concern of the Board of Supervisors and citizens in the case of the proposed Mountain Valley Pipeline seems to be that, if linear multi-jurisdictional land disturbance is permitted at the state level, such permit will be general in nature and lack thorough review and monitoring. Staff has determined that the project will be reviewed under an annual general permits issued and monitored by VA DEQ. Staff has reviewed the resolution adopted by Roanoke County that requests that the state assure

local governments that a thorough environmental review will be conducted. Staff is in agreement with the language of the resolution to require adequate oversight of project, require project specific plans and allow local input into review of plans and inspection process. Therefore, staff has prepared a draft resolution modeling the Roanoke County resolution for consideration and adoption.

This resolution does not request that the State of Virginia grant local authority in the review, approval and/or inspection of this project. However, if VA DEQ requires MVP officials and their inspectors to meet with local officials and discuss implementation of the plan as requested in the resolution, additional staff time will be required to be devoted to this project. At this point, the amount of involvement and staff requirements are unknown.

Staff has prepared some draft cost estimates for inspections of the pipeline if authority was granted. Three possible scenarios are outlined for informational purposes only.

**RECOMMENDATION:** Adopt the attached resolution requesting further action by the Governor of Virginia and VA DEQ. Furthermore, staff recommends that this resolution be sent to state legislators representing Franklin County.

## **Cost Analysis for MVP Pipeline Inspections**

**DRAFT September 23, 2015**

### **Scenario #1:**

Use existing County staff within Franklin County Community Development Department to provide input into review and approval process, review some plans as needed, review construction activities on some Franklin County properties that have significant environmental concerns and/or complaints filed by property owners during construction.

#### **Estimated Costs – \$7,600**

Overtime for existing inspectors = \$25/hr at 200hrs = \$5000

Additional Fuel Costs = 1300 gallons at \$2/gal = \$2600

**Pros:** utilize existing staff resources and knowledge of County, reduce expenses

**Cons:** may overload inspectors if development workload increases

### **Scenario #2:**

Use Engineers and/or Inspectors from one of the firms from the County's approved Occasional Engineering Services contract to provide input into review and approval process, review some plans as needed, review construction activities on some Franklin County properties that have significant environmental concerns and/or complaints filed by property owners during construction.

#### **Estimated costs - \$82,167**

8 hours a week for 6 weeks of review = 48 hours at \$60/hour = \$2,880

24 hours a week for 52 weeks for inspections = 1248 hours at \$60/hour = \$74,880

Mileage = 50 miles per day at 3 days a week = 7800 miles at \$0.565 = \$4,407

**Pros:** reduce additional load on current County inspectors, don't have to pay county employee benefits

**Cons:** inspectors may not be knowledgeable in County, may not be available on short notice

**Scenario #3:**

Hire a new Erosion & Sediment Control Inspector for Franklin County devoted to provide input into review and approval process, review some plans as needed, review construction activities on some Franklin County properties that have significant environmental concerns and/or complaints filed by property owners during construction.

**Estimated Costs - \$110,206**

Salary plus benefits/year = \$80,206

Vehicle, maintenance and fuel/year = \$25,000 + \$5,000 = \$30,000

**Pros:** allows County to have dedicated inspector to pipeline construction

**Cons:** must pay salary + benefits, will have an additional full-time position on payroll after the pipeline construction is complete

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**RESOLUTION OF THE BOARD OF SUPERVISORS OF  
THE COUNTY OF FRANKLIN, VIRGINIA  
REQUESTING THE GOVERNOR OF VIRGINIA TO REQUIRE THE VIRGINIA  
DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) TO PROVIDE  
APPROPRIATE PLAN REVIEW AND CONSTRUCTION OVERSIGHT OF THE  
MOUNTAIN VALLEY PIPELINE PROJECT TO PROTECT SURFACE AND  
GROUNDWATER RESOURCES**

**WHEREAS**, the proposed Mountain Valley Pipeline (MVP) project is a natural gas pipeline system that spans approximately 300 miles from north-western West Virginia to southern Virginia – and, as an interstate pipeline, will be regulated by the Federal Energy Regulatory Commission (FERC). The MVP will be constructed and owned by Mountain Valley Pipeline, LLC, which is a joint venture of EQT Midstream Partners, LP; NextEra US Gas Assets, LLC; WGL Midstream; and Vega Midstream MVP LLC. EQT Midstream Partners will operate the pipeline and own a majority interest in the joint venture. The MVP project will potentially impact six Virginia Counties, including Franklin County.

**WHEREAS**, sedimentation caused by accelerated erosion from land-disturbing activities during construction is a significant contributor to pollution of the surface waters of Virginia and the United States; and

**WHEREAS**, many miles of the proposed Mountain Valley Pipeline (MVP) project would traverse highly erodible soils with very steep slopes in Franklin County; and

**WHEREAS**, Franklin County is required by the Virginia Department of Environmental Quality to implement a comprehensive stormwater management and erosion and sediment control program to reduce the environmental impacts of development projects within the County; and

**WHEREAS**, Franklin County has been assigned a Total Maximum Daily Load (TMDL) for sediment in the Roanoke River and is required by the Virginia Department of Environmental Quality to implement an action plan to lower sediment loads to the Roanoke River to meet the TMDL; and

**WHEREAS**, the required amount of land-disturbance associated with the MVP excavation far exceeds the area of all land disturbing activities in a typical year for Franklin County and has the potential to cause severe erosion in the County's steep mountainous terrain and sedimentation in County's lakes, rivers and streams; and

**WHEREAS**, many Franklin County citizens rely on untreated groundwater from wells or springs for their domestic water supplies; and

**WHEREAS**, without very careful engineering and construction oversight, erosion and sediment from the construction of the proposed Mountain Valley Pipeline could have severe negative consequences for the County's lakes, streams, and rivers as well as its domestic, agricultural, and business water supplies; and

**WHEREAS**, the outdoor beauty and unspoiled nature of Smith Mountain Lake and its tributaries is integral to the County's ability to attract tourism and recreation to the region; and

**WHEREAS**, the Virginia Department of Environmental Quality has the authority to require the submission of site-specific erosion and sediment control plans and stormwater management plans, the authority to review and approve these plans, and the authority to conduct inspections and enforcement of these plans during the construction of the Mountain Valley Pipeline; and

**WHEREAS**, the Freedom of Information Act can be used to obtain public and local government access to such plans, but only if the Virginia Department of Environmental Quality requires the submission of the plans to the agency by the pipeline developer.

**WHEREAS**, the Virginia Department of Environmental Quality has publicly stated that it does not have sufficient resources to provide adequate oversight to linear construction projects, including pipeline projects such as the Mountain Valley Pipeline.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Franklin, in consideration of the points made above, request that:

1. The Governor of Virginia provide adequate direction and resources to the Virginia Department of Environmental Quality to execute its role laid out in the Code of Virginia to adequately oversee and manage the environmental aspects of the construction of the Mountain Valley Pipeline project; including reviewing plans, conducting inspections, enforcing regulations, and when appropriate, reviewing the project-specific plans for the proposed Mountain Valley Pipeline; and
2. The Virginia Department of Environmental Quality is petitioned to require project-specific Erosion and Sediment Control and Stormwater Management Plans for environmentally sensitive areas of the proposed Mountain Valley Pipeline project that meet all Virginia standards, and that these plans be made available to the County and to the public for review and comment prior to project approval and that the approved plans be made available to the County and the public prior to construction; and
3. Prior to construction, the Virginia Department of Environmental Quality is petitioned to require Mountain Valley Pipeline, LLC officials and third-party inspectors to meet with local officials to discuss the implementation of the project-specific Erosion and Sediment Control and Stormwater Management Plans.

**AND BE IT FURTHER RESOLVED** that the Board of Supervisors of the County of Franklin, Virginia hereby directs the County Administrator to transmit this resolution to: the Governor of Virginia Terry McAuliffe with copies to the Federal Energy Regulatory Commission (FERC) for inclusion in pre-filing Docket Number PF-15-3-00, Virginia Senators Newman and Stanley, Virginia Delegates Byron and Poindexter, of the Virginia Secretary of Natural Resources Molly Ward, and Virginia Department of Environmental Quality Director David Paylor as well as the County Administrators of the other affected Virginia Counties.

9

**FRANKLIN COUNTY**  
**Board of Supervisors**



**EXECUTIVE SUMMARY**

**AGENDA TITLE:**

Building Inspections Department Vehicle Replacement

**SUBJECT/PROPOSAL/REQUEST**

Request Board approval to replace one vehicle

**STAFF CONTACT(S):**

Messrs. Robertson, Whitlow, Morris, Thurman

**AGENDA DATE:**

October 20, 2015

**ITEM NUMBER:**

**CONSENT:** YES

**INFORMATION:**

**ATTACHMENTS:** Yes

1. VEHICLE REPAIRS LIST
2. KELLEY BLUE BOOK VALUE OF 2012  
CHEVROLET MALIBU

**REVIEWED BY:**

**BACKGROUND:**

Franklin County Building Inspections Department is responsible to perform building construction inspections associated with approved building permits throughout the County. Each inspector travels between 100 and 120 miles each day in order to provide this service.

**DISCUSSION:**

The inspection vehicle in current need of replacement is a 2012 Chevrolet Malibu and has a history of major repair issues as a result of a couple of accidents and poor mechanical history. Continued structural and mechanical problems necessitate expensive repairs, whereby the reliable life of the vehicle has been surpassed. The vehicle has approximately 78,000 miles and does not meet the 150,000 miles replacement threshold criteria. The Malibu was involved in a major accident during its first year of service and since then the vehicle has not been a reliable inspection vehicle. This vehicle was struck a second time. This occasion was a hit in the rear by another vehicle that damaged the rear bumper, taking out the spoiler. The vehicle has not been in good operational condition since the initial accident and has been plagued by repair issues ever since. Currently, the anti lock braking system works intermittently and the transmission is in need of replacement. Approximately three to four set of tires have been installed on the vehicle since the accident, thereby indicating structural frame issues. After reviewing this matter with the Director of General Properties, the conclusion is vehicle surplus replacement.

The replacement vehicle recommended is a compact, sport utility 2016 Jeep Compass with a state contract price of \$19,800.00. A compact SUV, which provides increased ground clearance, traction, and durability is needed due to the varied conditions met on job sites (i.e. stream crossings, remote locations, dirt paths, steep grades, etc.). The Building Inspection Department will not be increasing its fleet and the funds are budgeted and appropriated for the purchase.

**RECOMMENDATION:**

Staff respectfully requests the Board to authorize the purchase of a Jeep Compass for \$ 19,800.00; including delivery as noted above, thereby designating the existing vehicle as surplus. Funds are currently available in the Building Inspectors Vehicle Account (# 30-02-0008-57005).

## **2012 Malibu Replacement**

3/8/2012 Purchased vehicle, 17,380.00

10/2012 Vehicle wrecked with substantial front end damage, repair costs 4,723.56

11/1/2013 4 Tires replaced at 31,000 miles, costs 745.75

11/3/2014 2 Tires replaced, 56,064 miles, costs 370.24

3/4/2015 1 Tire replaced, 57,334 miles, costs 105.35

9/11/2015 2 Tires replaced, 75,154 miles, costs 387.05

Unknown Vehicle was struck in rear by another vehicle prior to Peter leaving, rear bumper Damaged, rear spoiler on bumper gone.

9/2015 Transmission is in need of replacement, pops out of gear and does not shift Properly, also anti lock brake system malfunctioning on a regular basis.

Vehicle was wrecked with substantial structural damage during first year in service. The vehicle has not been in good operational shape since this accident. Currently, the anti lock braking system works intermittently and the transmission is need of replacement, which both can be attributed to the accident. The current mileage is 78,000 on this vehicle.

The Malibu has a low ground clearance and was not designed to be on construction sites.

In order to recover the maximum funds I recommend we surplus the Malibu. Making any repairs to the Malibu would not increase the value for surplus sales purposes.

# TNT AUTO BODY REPAIR LLC

5820 OLD FRANKLIN TPK, GLADE HILL, VA 24092

Phone: (540) 483-4868

Workfile ID

fd59455c

## Final Bill

NO Number: 3443

Customer:  
Franklin Co. Inspection  
1255 Franklin st St 103  
Rockymount, VA 24151  
(540) 420-8061

Insurance:  
SELF PAY

Adjuster:  
Phone:  
Claim: NA  
Loss Date:  
Deductible:

Estimator: Athena Mason  
Create Date: 11/1/2012

Year: 2012	Style: 4D SED	VIN: 1G1ZA5EU3CF280312	Mileage In:
Make: CHEV	Color:		Mileage Out
Model: MALIBU LS	License:	Job Number:	Vehicle Out: 11/21/2012

Line	Ver	Operation	Description	Qty	Extended Price \$	Type	Labor	Type	Paint
1	E01		FRONT BUMPER & GRILLE						
2	S01	Remove/Replace	Upper support	1	46.00T	A/M	0.2	Body	
3	S03	Overhaul	O/H bumper assy				2.5	Body	
4	S03	Remove/Replace	Emblem	1	33.69T	OEM	0.0	Body	
5	S03	Remove/Replace	Bumper cover	1	431.43T	OEM	0.0	Body	3.4
6	S03		Add for Clear Coat						1.4
7	E01	Remove/Replace	Upper grille black	1	87.00T	A/M	0.0	Body	
8	E01	Remove/Replace	Lower grille black	1	89.00T	A/M	0.0	Body	
9	S02	Remove/Replace	Rear cover	1	33.10T	OEM	0.0	Body	
10	E01	Remove/Replace	Grille surround upper grille	1	157.00T	A/M	0.0	Body	
11	S02	Remove/Replace	Temp sensor	1	6.91T	OEM	0.2	Body	
12	S01	Remove/Replace	Temp sensor retainer	1	4.48T	OEM			
13	S02	Remove/Replace	Temp sensor bracket	1	7.92T	OEM			
14	S02	Remove/Replace	Center support	1	21.45T	OEM	0.1	Body	
15	S02	Remove/Replace	RT Retainer plate	1	9.62T	OEM	0.1	Body	
16	S02	Remove/Replace	LT Retainer plate	1	9.62T	OEM	0.1	Body	
17	S02	Remove/Replace	Grille surround lower grille	1	176.39T	OEM	0.0	Body	
18	E01		FRONT LAMPS						
19	E01	Remove/Replace	LT Headlamp assy	1	232.00T	A/M	0.3	Body	
20	E01		Aim headlamps				0.5	Body	
21	S01	Remove/Replace	RT Headlamp assy	1	232.00T	A/M	0.3	Body	
22	E01		HOOD						
23	E01	Remove/Replace	Hood	1	307.00T	A/M	1.5	Body	2.8
24	E01		Add for Clear Coat						1.1
25	E01		Add for Underside(Complete)						1.4
26	E01		Add for Clear Coat						0.3
27	S02	Remove/Replace	Latch	1	23.94T	OEM	0.0	Body	
28	S01	Remove/Replace	Insulator retainer	4	4.76T	A/M			

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, LXQ = Like Kind Quality or Used, Diag = Diagnostic Elec = Electrical Mech = Mechanical, Ref = Refinish, Struc = Structural

11/26/2012 9:24:49 AM

Page 1

# Final Bill

RO Number: 3443

Vehicle: 2012 CHEV MALIBU LS 4D SED 4-2.4L-FI

Net Total

4,723.56

Estimate Version	Total \$
Original	2,198.61
Supplement S01	2,076.66
Supplement S02	(40.09)
Supplement S03	488.38

Insurance Total \$: 0.00

Received from Insurance \$: 2,076.66

VA CORP CLAIMS 11/20/2012 2,076.66

Balance due from Insurance \$: (2,076.66)

Customer Total \$: 4,723.56

Received from Customer \$: 0.00

Balance due from Customer \$: 4,723.56

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

11/26/2012 9:24:49 AM

Page 3



WESTLAKE AUTOMOTIVE  
13720 BOOKER T WASHINGTON HWY  
MONETA VA 24121  
540-721-0700

In order to achieve our big goals in the future,  
we must first achieve our small daily goals.  
FAX 540-721-0200

10/31/2013 12:54 PM

page 1

Invoice #21697

FRANKLIN COUNTY BUILDING INSPECTION  
1255 FRANKLIN STREET  
SUITE 103  
ROCKY MOUNT VA 24151

Vehicle : 2012 Chevrolet Malibu 2.4 L 2384 CC L4 DOHC 16V  
VIN : 1G1ZA5EU3CF280312  
Created : 10/9/2013 4:51:45 PM  
Complete : 10/16/2013 5:53:36 PM  
Invoiced : 10/16/2013 5:55:45 PM  
Contact : PETER AHERNS (483-3047)

Tag/State : 166875L / VA  
Color : Silver  
Odometer In : 30981  
Odometer Out : 30981

Labor/Notes

Code/Tech*	Description	Price
16*	MOUNT AND BALANCE 4 TIRES	\$40 00
10*	WHEEL ALIGNMENT	\$59 95

WHEEL COMPUTERIZED ALIGNMENT INCLUDES: CHECK TIRE PRESSURE, CHECK WHEEL RUN OUT, INSPECT STEERING LINKAGES & SUSPENSION COMPONENTS FOR WEAR OR DAMAGE. CHECK PRESENT ALIGNMENT CONDITION ALIGN REAR & FRONT TO SPECIFICATION. (REAR WHEEL & 4X4 SHIMMING & CAMKITS EXTRA)

Parts

Qty	Code/Tech*	Description	Condition	Unit Price	Price
4	16*	TIRE MICH DEFENDER BSW		\$150 35	\$601.40
4	16*	TIRE TAX & DISPOSAL FEE		\$2.75	\$11.00
		Labor			\$99.95
		Parts			\$601.40
		Sublet/Misc.			\$0.00
		Shop Supplies			\$2.40
		Charges			\$11.00
		Sales Tax			\$32.00
				Tax @ \$603.80 * 5.3000%	\$32.00
				Total Due	\$746.75

Tech :  
10  
16  
Certification #

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express garagekeeper's lien is hereby acknowledged on above vehicle to secure the amount or repairs thereto. 12 Month or 12,000 Mile Warranty On Repairs. NO WARRANTY ON USED PARTS UNLESS DOCUMENTED AT TIME OF SALE

Customer Signature \_\_\_\_\_

**Foley's Complete Automotive**

779 Tanyard Road  
Rocky Mount, VA 24151



(540)482-0701

**Invoice**

Date	Invoice #
3/4/2015	1433

**Bill To**

FRANKLIN COUNTY BUILDING INSP

YEAR	MAKE	MODEL	MILEAGE	VIN #
2012	CHEVY	MALIBU	57334	1G1ZA5EU3CF280312
Description				Amount
P215/75R15/SL NEX OWL ROAD HT SUV 100S 60K				87.35
Tire Disposal				2.50
Mount and Balance Tires				15.00
Tire Tax				0.50
Sales Tax				0.00
 Inv# 1433 \$105.35 FOLEY'S COMPLETE AUTOMOTIVE, INC. 03/04/2015 # Pages 1 FP1 DOC316796				
				
<b>Total</b>				<b>\$105.35</b>

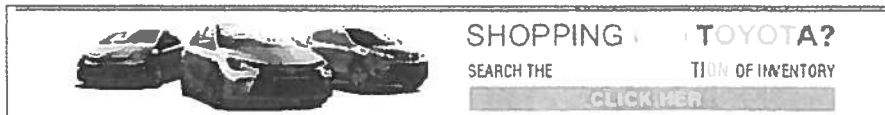
Phone #

540-482-0701

E-mail

foleysautomotive@gmail.com

ZIP CODE 24101



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10/6/2015

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**FRANKLIN COUNTY**  
Board of Supervisors



**EXECUTIVE SUMMARY**

<p><b><u>AGENDA TITLE:</u></b> Second Juvenile and Domestic Relations Court</p> <p><b><u>SUBJECT/PROPOSAL/REQUEST:</u></b> Request Additional Funding and Award of Bid</p> <p><b><u>STRATEGIC PLAN FOCUS AREA:</u></b></p> <p><b><u>Goal #</u></b> <b><u>Action Strategy:</u></b> Section 4.4/Franklin County Strategic Plan</p> <p><b><u>STAFF CONTACT(S):</u></b> bertson, Thurman</p>	<p><b><u>AGENDA DATE:</u></b> October 20, 2015</p> <p><b><u>ACTION:</u></b> Yes</p> <p><b><u>CONSENT AGENDA:</u></b> <b><u>ACTION:</u></b></p> <p><b><u>ATTACHMENTS:</u></b> Yes</p> <p><b><u>REVIEWED BY:</u></b> BR</p>
<p><b><u>ITEM NUMBER:</u></b></p> <p><b><u>INFORMATION:</u></b></p> <p><b><u>INFORMATION:</u></b></p>	

**BACKGROUND:**

Section 4.4 of the Franklin County Strategic Plan relates to the subject of jail and courts security.

During the most recent session of the Virginia General Assembly, a fourth Juvenile and Domestic Relations Judge was approved to serve the 22nd Judicial District, which includes Franklin County.

Judge Timothy W. Allen was appointed and began serving July 1, 2015.

The appointment of a fourth Judge for the District was necessary due to the increasing caseloads within the District and subsequently an entire second Juvenile and Domestic Relations Court facility must be created for Franklin County.

At its May 19, 2015 meeting, the Franklin County Board of Supervisors approved moving forward with plan development and the ultimate bidding of the project.

Of three (3) options presented, the Board approved "OPTION 2" for the work. Option 2 will locate the new Courtroom and its related facilities on the first floor level of the Franklin County Courthouse in space previously occupied by the Commissioner of Revenue.

The initial cost estimate for this work was placed at \$554,527. It should be noted that in addition to actual construction monies, this figure included costs for such things as furnishings, audio/video equipment, architectural fees and contingency monies?

**DISCUSSION:**

Upon receiving Board approval to move forward, staff began working in conjunction with the architectural firm of

Thompson-Litton, both Judge Allen and Judge Rice, representatives of the Sheriff's Department and the Clerk of the Court in order to develop construction documents.

The project was advertised and those bids were received at 4:00 p.m. on September 29, 2015. Three contractors submitted bids (Thor Construction, Inc., Price Buildings, Inc. and Lionberger Construction Co.).

The official bid form required the contractors to price the work as follows:

Base Bid Part A - Lump sum price for all interior work.

Base Bid Part B - Lump sum price for all work associated with a covered concrete walkway leading from the Jail directly to the holding cell area.

Alternate No. 1 - Changing CMU partitions in holding cells to steel security wall panels.

Alternate No. 2 - Add pneumatic delivery system between Courts.

Obviously Base Bid "Part A" is the "core" of work. The work contained in Base Bid "Part B" allows the transport of prisoners to and from the Courts' holding cells without being subject to the public. This has been a number one priority of the Sheriff's Department with all recent work regarding Courthouse security upgrades.

Alternate No. 1 was included in an attempt to eliminate major structural upgrades to the existing decking which would support the holding cell walls. Between the time the project was advertised and the date of receiving bids, the architect reconfigured the holding cell area thus making Alternate No. 1 unnecessary.

Alternate No. 2 is the installation of a Pneumatic Delivery System. This system is similar to that which is used at "DRIVE-IN" bank stations and will deliver documents between the two Courts. The Clerk requested this system in lieu of having to have additional personnel.

The bid results are shown on the attachment to this summary.

Base Bid Part A is obviously a "must" for this project. Given the need to isolate prisoners from the public and Base Bid Part B is critical as well. With these and the Courts' strong desire to have in place a system to transport documents between the two Courts, Lionberger Construction Co. is the apparent low bidder at a total cost of \$533,900.

Upon receiving the bids and realizing Lionberger's low bid was well above earlier (construction cost) estimates, the company was contacted. Discussions were started to see what, if any, cost savings could be realized. This is a process commonly undertaken in such situations and is often referred to as "value engineering."

While a number of issues were identified, the following are ones which staff feels will not jeopardize the finished project and thereby are recommended for consideration:

1) Eliminate the secure steel panel ceilings in the Holding Cells and replace with 1-layer 5/8"GWB on 18ga, 3-5/8" metal ceiling joists, 1-layer metal lath, 1-layer of 5/8" impact resistant GWB.

This is a supervised, short-time holding area. No person being held in these cells should have the unsupervised time or the means to make an effort to escape. The steel ceilings are unnecessary in these conditions. Deduct: \$3,700.00

2) Eliminate the face brick on the exterior retaining wall. The brick is to be painted. As part of this VE item, we will paint the exposed concrete wall in an effort to conform to the building exterior. Deduct: \$3,000.00

Total VE: \$6,700.00

The original cost estimate included a project contingency of \$72,300. After discussions with the architect it is suggested this be "reduced" to \$50,000.

## **RECOMMENDATIONS:**

Upon receiving bids and having discussions with the apparent low bidder, Lionberger Construction Co., staff recommends that the Board of Supervisors consider moving forward with the project.

It is further recommended that the County Administrator be authorized to enter into a contractual agreement with Lionberger based on the base bid (\$524,000), acceptance of Alternate #2 (\$9,000) and deduction for "Value Engineering" (\$6,700).

The final contract amount will thereby be set at \$527,600.

This amount reflects the necessity of an additional funding requirement of \$108,073.



October 13, 2015

Michael L. Thurman  
 Director of Facilities/Special Projects  
 1255 Franklin Street, Suite 107  
 Rocky Mount, VA 24151

Re: Franklin County Courthouse  
 Second Juvenile & Domestic Relations (J&DR) Courtroom & Office Suite  
 Evaluation of Bids  
 T&L Project No. 13046-04

Dear Mr. Thurman:

Bids for the above referenced project were received, opened publicly, and read aloud at the Franklin County Government Center, 1255 Franklin Street, Suite 111, Rocky Mount, Virginia 24151 on Tuesday, September 29, 2015 at 4:00 p.m. Please see the attached Attendance Record.

Thompson & Litton (T&L) has reviewed the bids to formulate an opinion of the Contractors' responsiveness with respect to the scope of work advertised. Three bids were received and found to be responsive. The bids are as follows from lowest to highest:

<u>CONTRACTOR</u>	<u>TOTAL BASE BID</u>	<u>DIFFERENCE</u>	<u>%DIFFERENCE</u>
Architect's Pre-Bid Estimate	\$385,527.00	N/A	N/A
Lionberger Const. Co.	\$524,900.00	\$139,373.00	36.15%
Price Buildings, Inc.	\$577,000.00	\$191,473.00	49.67%
Thor Construction Co.	\$603,000.00	\$217,473.00	56.41%

Upon conducting a review and evaluation of the bids, we have determined that Lionberger Construction Company submitted the lowest responsible bid in the amount of \$524,900.00. Award is based on the Base Bid amount plus any additional alternates funding will allow. Based on changes in the design during the bid process, Alternate #1 is no longer applicable. Alternate #2 is for the addition of a pneumatic delivery system between the lower level J&DR Clerks office and the new J&DR Courtroom located on the floor immediately above the Clerk's office. The addition of Alternate #2 does not change the order of the low bidder.

It is T&L's opinion that Lionberger Construction Company has the necessary equipment and experience to satisfactorily construct this project. We recognize that all the bids received exceed the estimate for the work as such, in accordance with the project specifications, we have engaged in a Value Engineering process with Lionberger Construction Company in order to reduce the cost without changing the project scope of work. To this end, we have evaluated several proposed modifications but have

identified only a few items totaling \$6,700 worth of savings that won't adversely affect the project objectives, reducing the Base Bid amount to \$518,600.00.

While this amount still exceeds the original estimate, we feel that this cost is reasonable given the modifications to the project scope of work during final design, most notably the following:

1. Total replacement of the HVAC system and duct work in the area served (originally planned to only replace the indoor unit and re-use the ductwork and outdoor unit);
2. The extent of work to add a new secure entry into the building from the jail became more complex than original conceived;
3. Added visitation room between the holding cells;
4. Added a small public room, transaction window, and additional doors/openings;
5. Provided built-in casework for the Clerk's office where the original plan was to utilize loose furniture; and,
6. Bid Documents provided clear direction that any construction activities include/require on-site supervision by the General Contractor and that after hour work would be required for noisy/disruptive work.

The overall project estimate did include a project contingency of \$72,300 which is not included in the above figures. We recommend that a contingency of \$50,000 be retained for the project for unforeseen conditions; therefore, we recommend that if the county chooses to move forward with the project that supplemental funds be provided according to the following:

Lionberger Base Bid	\$524,900
Alternate #2	\$9,000
VE	<\$6,300>
Subtotal	\$527,600
Contingency	\$50,000
FF&E/ A/V	\$25,000
Fees	<u>\$60,000</u>
Subtotal	\$135,000
Total	\$662,600
Original Estimated Total Project Cost	<u>\$554,527</u>
Difference	\$108,073

We recommend that the project budget be supplemented with an additional \$110,000 in order for the project to move forward and meet the original stated objectives.

T&L also recommends that the County consult with their legal counsel for their respective input and recommendations regarding these bids and award, as well as any other criteria that they may feel is appropriate prior to entering into an agreement with Lionberger Construction Company

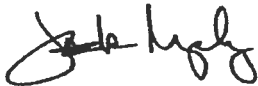


Mr. Mike Thurman  
October 13, 2015  
Page 3 of 3

A copy of the Affidavit of Publication, Bid Tabulation Sheet, and Attendance Record are attached for your records.

Please contact us if you need further information or have questions regarding our evaluation.

Sincerely,



Jack Murphy, AIA  
V.P. Project Management

Attachments: Affidavit of Publication  
Bid Tabulation Sheet  
Attendance Record

pc: Tony Kennedy T&L  
Wise CA Dept. T&L

## BIDS RECEIVED FORM

**PROJECT:** FRANKLIN COUNTY COURTHOUSE SECOND JUVENILE & DOMESTIC (J&DR) COURTROOM AND OFFICE SUITE  
**OWNER:** FRANKLIN COUNTY GOVERNMENT CENTER  
**BIDS OPENED:** SEPTEMBER 29, 2015 AT 4:00 P.M. - T&L PROJECT NO. 13046-04

CONTRACTORS	VA REG. NO.	BID SEC.	ADDENDA NOS. 1 & 2 REC'D?	BASE BID PART A Lump sum price for construction inside the building perimeter	BASE BID PART B Lump sum price for the site work and work associated with new covered entrance	TOTAL BASE BID AMOUNT (SUM OF PARTS A & B)	ALTERNATE NO. 1 Change CMU partitions at Holding 232 and 233 to steel security wall panel system as indicated.	ALTERNATE NO. 2 Add Pneumatic Delivery System as indicated.
BLAIR CONSTRUCTION, INC.								
F&S BUILDING INNOVATIONS, INC.								
FRITH CONSTRUCTION CO., INC.								
LIONBERGER CONSTRUCTION CO.	2305 128289A	✓	✓✓	\$ 455,500	\$ 69,400	\$ 524,900	\$ 30,000	\$ 9,000
PRICE BUILDINGS, INC.	2301 033883A	✓	✓✓	\$ 487,000	\$ 90,000	\$ 577,000	\$ 32,000	\$ 10,000
Thorp	2301007916	✓	✓✓	\$ 541,000	\$ 62,000	\$ 603,000	\$ 6,300	\$ 11,600

THOMPSON & LITTON

//

**FRANKLIN COUNTY**  
**Board of Supervisors**



**EXECUTIVE SUMMARY**

**AGENDA TITLE:**

Franklin County Appointment to the Crooked Road:  
Virginia's Heritage Music Trail

**SUBJECT/PROPOSAL/REQUEST**

Appointment of David Rotenizer, Tourism Development  
Manager, to the Crooked Road: Virginia's Heritage Music  
Trail.

**STRATEGIC PLAN FOCUS AREA:**

**Goal #**

**Action Strategy:**

**STAFF CONTACT(S):**

Messrs. Robertson, Burnette, Rotenizer

**AGENDA DATE:**

October 20, 2015

**ITEM NUMBER:**

**ACTION:**

**INFORMATION:**

**CONSENT AGENDA: X**

**ACTION:**

**INFORMATION:**

**ATTACHMENTS:**

**REVIEWED BY:**

BR

**BACKGROUND:**

Franklin County has been a long-term partner with The Crooked Road: Virginia's Heritage Music Trail (TCR). As a financial contributor to this organization, Franklin County can appoint an individual to the group's Board of Directors. The Board of Directors is made up of representatives of both public and private entities. Franklin County currently has a vacant seat on the Board.

**DISCUSSION:**

Historically, the County's Tourism Manager has filled the County seat on TCR Board of Directors. TCR is an important economic development asset to the county. Mr. David Rotenizer, Franklin County's new Tourism Development Manager, has significant experience with the staff and operations of TCR prior to joining the County Economic Development team. He was involved in the initial development and implementation of TCR and has solid background and expertise in heritage cultural tourism. Given his position and expertise, it seems that Mr. Rotenizer would be an excellent choice to fill the vacant Franklin County seat and represent the County when it comes to regional cultural heritage tourism development and promotion activities.

**RECOMMENDATION:**

County staff respectfully asks that the Board appoint Mr. David Rotenizer, Franklin County Tourism Development Manager, to the Franklin County seat on The Crooked Road: Virginia's Heritage Music Trail Board of Directors.

FRANKLIN COUNTY  
Board of Supervisors



**Franklin County**  
*A Natural Setting for Opportunity*  
**EXECUTIVE SUMMARY**

**AGENDA TITLE:** Revenue Sharing Program FY2017

**AGENDA DATE:** 10/20/15

**ITEM NUMBER:**

**SUBJECT/PROPOSAL/REQUEST:** Funding and Resolution Requests for FY2017 Revenue Sharing Program – Bay Tree Court

**ACTION:**

**INFORMATION:**

**CONSENT AGENDA:**

**ACTION:** Yes

**INFORMATION:**

**STAFF CONTACT(S):**

Lisa Cooper

**ATTACHMENTS:** Yes

**REVIEWED BY:** BR

**BACKGROUND:**

At the August 18th Board of Supervisors' afternoon session, the Board of Supervisors granted permission for staff to advertise for revenue sharing candidates for FY2017. Staff advertised in the Franklin News Post and Smith Mountain Eagle from September 2<sup>nd</sup>–September 30<sup>th</sup> regarding application submittal for revenue sharing to improve private roads and bring the roads into the State Highway System.

**DISCUSSION:**

The County has an adopted policy in place on use of Revenue Sharing Funds. Applicants must submit their request along with a check for \$2,500 to the County Treasurer and a guarantee to provide the right-of-way to the County. The funds are held in escrow until it is determined whether the project will go forward. If it goes forward, the \$2,500 is held in an escrow account until the project is completed and the applicants pay one-half the construction cost and any other costs that arise. Their funds must be deposited with the County prior to advertisement of the project.

Staff has received one request for revenue sharing for the FY2017 funding year. The request is from Striper's Landing POA for the subdivision road listed below:

*Bay Tree Court/Striper's Landing/ Part of Sections 6 and 8:*

Revenue Sharing funding is requested for Bay Tree Court, which is a 50-foot right of way. There are four (4) residences and three (3) vacant lots on Bay Tree Court. At this time there is one middle school student riding the bus. Striper's Landing Comprehensive POA provided a check for \$2,500 along with their letter of application from Striper's Landing POA President. (See letter attached.)

VDOT estimates the cost of the road improvements to bring the road into the State system at approximately \$40,000.00. Striper's Landing POA will be responsible for half of the cost for an approximate cost of \$40,000.00. (See VDOT estimate and letter attached.)

**RECOMMENDATION:**

Staff respectfully recommends the Board of Supervisors consider Bay Tree Court as a revenue sharing project application and authorize the County Administrator, County staff, and VDOT staff to proceed to request funding from the Commonwealth Transportation Board by the October 31<sup>st</sup> deadline with the Local Assistance Division of VDOT. It is further recommended that should funding be allocated by the State to this revenue sharing application, that the Board authorize the County Administrator to proceed to implement the project according to County policy and collect all required funds and rights-of-way or easements required prior to advertising the project.

Also, staff respectfully requests that the Board of Supervisors adopt by resolution the FY2017 Revenue Sharing project for Bay Tree Court located in Striper's Landing.

## Bay Tree Court (Striper's Landing)

From: Route 1651

To: Cul-de-sac

Distance: 0.16 Mi. (850')

Date: 6-16-15

### Necessary Improvements to meet VDOT Standards as of the date above:

- Minimal grading to include shaping of existing ditches and shoulders
- Removal of various trees within the ROW.
- Eroded areas at inlet and outlet of cross pipe near cul-de-sac will require repair.
- Replace deficient 24" cross pipe.
- Demolish existing roadway surface and add any necessary additional base stone.
- Apply Blotted Seal Coat (Type D) as a final surface. (Surface Treatment)

### PRELIMINARY ESTIMATE:

- Preliminary Engineering	\$ 3,000.00
- Grading	\$ 2,000.00
- Sediment & Erosion Controls	\$ 1,000.00
- Base Stone	\$ 6,000.00
- Blotted Seal Coat, TY D	\$ 12,000.00
- Drainage Items	\$ 11,000.00

<b>SUBTOTAL:</b>	<b>\$ 35,000.00</b>
- Contingencies	\$ 5,000.00

**TOTAL:** **\$40,000.00**



# COMMONWEALTH of VIRGINIA

## DEPARTMENT OF TRANSPORTATION

731 Harrison Ave., P.O. Box 3071  
Salem, VA 24153-0560

CHARLES A. KILPATRICK, P.E.  
COMMISSIONER

June 25, 2015

Lisa Cooper  
Department of Planning and Community Development  
1255 Franklin Street, Suite 103  
Rocky Mount, VA 24151

**Subject: Rural Addition – Revenue Sharing – Bay Tree Court  
Franklin County**

Dear Ms. Cooper,

In response to your request on March 25, 2015, concerning the process by which the subject private road could become eligible for inclusion into the State Secondary System of Highways for maintenance, we are providing some project information and a basic estimate.

- The most current plat of this section (DB 382, Pg. 210) shows a designated 50' Public Right-of-Way. All adjoining landowners must remove any non-permissible encroachments such as vehicles and personal property.
- The existing roadway averages 18 LF of surface with 2 LF shoulders on both sides and will require only minor grading. There will be some drainage items that will need to be re-worked and at least one cross-pipe will need replacement.
- There were no utility conflicts noted during the field review. However, the property owners must ensure all utilities are located, or relocated, outside of the right-of-way. This may include poles for overhead lines and junction boxes. Please note that these types of items are not eligible for reimbursement through Revenue Sharing and must be funded by other means.
- The existing roadway surface is in fair shape but will need to be scarified and a Type D Blotted Seal Coat Surface Treatment applied.
- Additional easements dedicated to the public may be required for drainage, sight distance, and any required cuts or fills.

Rural Addition – Revenue Sharing – Bay Tree Court  
June 25, 2015  
Page Two

If you have any questions, please call me at 540-586-7941.

Sincerely,



Brian J. Casella, PE, LS  
Area Land Use Engineer  
Bedford Residency

WGY/lbc

Attachment

CY: Rural Addition File



**September 28, 2015**

**To: Lisa Cooper**

**Senior Planner/Long Range Planning Manager**

I am writing you to let you know we are interested in the County filing an application for revenue sharing for Bay Tree Court. It is my understanding that the approximate cost of the road is \$40,000.00 and the homeowners association will be paying \$20,000. I will have Janet Collins (Treasurer) send you a check this week for \$2,500 as is part of the application process. I thank you for your help pertaining to this matter. Please contact me or Janet for any information you may need to complete this process.

**Sincerely,**

**Striper's POA President**

**Phil Wilkinson**

FRANKLIN COUNTY  
Board of Supervisors



EXECUTIVE SUMMARY

<b><u>AGENDA TITLE:</u></b> Ferrum Pedestrian Bridge Construction Funding	<b><u>AGENDA DATE:</u></b> October 20, 2015	<b><u>ITEM NUMBER:</u></b>
<b><u>SUBJECT/PROPOSAL/REQUEST</u></b> Discussion of funding source for the construction of the Ferrum Pedestrian Bridge	<b><u>ACTION:</u></b> <b><u>INFORMATION:</u></b>	
<b><u>STRATEGIC PLAN FOCUS AREA:</u></b> <b><u>Goal #</u></b> <b><u>Action Strategy:</u></b>	<b><u>CONSENT AGENDA:</u></b> <b><u>ACTION:</u></b> <b><u>INFORMATION:</u></b>	
<b><u>STAFF CONTACT(S):</u></b> Robertson, Burnette, Cooper	<b><u>ATTACHMENTS:</u></b> <b><u>REVIEWED BY:</u></b> BR	

**BACKGROUND:**

Over the past fifteen years, Franklin County has worked to obtain funding from various sources to execute a number of improvement projects in the Ferrum community. Over the past two years, the highest priority among these projects has become the construction of a pedestrian bridge on Route 40 over the Norfolk-Southern railway. This project has been identified by Staff and Ferrum College as crucial for pedestrian safety, especially for students making their way into downtown Ferrum to shop and eat. Additionally, the community has vocally supported the need for such a bridge as a safety measure for area residents and for the thousands of visitors that come to the village during the year for events such as the Blue Ridge Folklife Festival. The bridge project is estimated to cost \$850,000 to \$950,000, though final estimates are needed. While the County has already received \$709,000 in VDOT Revenue Sharing grant dollars, this funding source requires a 1:1 cash match for each dollar spent. County officials have been working to identify and secure other grant funds that require a smaller match to make the project a reality. The 2015 MAP-21 has been identified but does require a wholesale transition in funding.

**DISCUSSION:**

In mid-2014, Franklin County was successful in obtaining a Virginia Department of Transportation (VDOT) Revenue Sharing grant in the amount of \$709,000 for proposed pedestrian safety improvements along Route 40 in Ferrum. Unfortunately, applications for additional funding for the project through the VDOT Transportation Enhancement Program (also known as MAP-21) and the Department of Housing and Community Development were not successful. As part of the VDOT Revenue Sharing guidelines, the project must have been initiated by July 1, 2015 or the County was at risk of losing the grant.

To move the project forward, an engineer was procured to create the design of the project, to obtain necessary rights-of-way, and get all appropriate project permits to cross the Norfolk Southern railway. Once these items are in hand, the County will be in a position to apply for various types of funding that could reduce the amount needed in local dollars. Basic information, such as whether this walkway could be an

expansion of the existing bridge or must be a stand-alone structure, is now being finalized by the engineer.

The great need for this project is two-fold: public safety and economic development. As to public safety, the constant pedestrian use of the existing bridge mixed with the ever-growing vehicular traffic volume has the potential to be a lethal combination. While researching the unsuccessful CDBG application last year, it was found that accident data over the past nine and one-half years from the Franklin County Sheriff's Office indicates an average of one accident with injury and two accidents without injury per year on the bridge. Many, if not most, of Ferrum's approximately 1,500 students and many life-long Ferrum residents walk to the Ferrum Business District over the existing bridge at all times of the day and night with very little space and no barrier between themselves and oncoming traffic. Additionally, thousands of area residents and visitors make this same unsafe trek when coming to visit the College or for the many festivals that occur each year (especially the Blue Ridge Folklife Festival that draws over 10,000 attendees annually).

As for the economic development aspect of the project, it is a basic concept that the more safely the walking public can enter the Ferrum Business District the more trips they will make and the more money they will spend with local merchants. Going a step further it should be expected that safety and access to services are significant factors that are weighed when a prospective student evaluates attending Ferrum College. The safer and easier it is to get around the community, the better the College's chances to continue its already impressive rise in the size of the student body. As more and more students attend College here, they will bring ever increasing amounts of dollars with them that will be spent at Ferrum businesses and businesses throughout the County. Students at Ferrum come from twenty-five (25) different states and a dozen countries and bring with them untold numbers of visiting family members and friends. This obviously represents a huge market for new and existing businesses to tap. The College has spent approximately \$50 million in the last decade for upgrades to campus buildings, construction of additional dormitories, creation of the Ferrum Mercantile, expansions to house the YMCA, and many other improvements to the campus and its vicinity that are enjoyed by both students and residents alike. In addition to these many improvements, the College has added approximately one hundred (100) new high-skilled, high-paying jobs on and around campus over this time. It now stands as one of the top five employers in Franklin County with over three hundred (300) employees and a total annual payroll of \$17 million. The total economic impact to Franklin County and the region is estimated at \$93 million annually. In so many ways, Ferrum College and its surrounding Business District are ever-growing economic drivers for the Franklin County economy and with the right assistance and investment, such as with the proposed pedestrian bridge, can become an even more potent economic engine.

The issue now before the County is whether to move forward with the project using VDOT Revenue Sharing funds or to apply for MAP-21 grant monies. Given an estimated \$900,000 project cost, using the Revenue Sharing option will cost the County \$450,000 to build the bridge. It is expected that Ferrum College will provide approximately \$150,000 of this leaving a cost to the Board of \$300,000. If the Board decides to move forward with a MAP-21 application for funding, the grant could pay as much as \$720,000 (80% of the total cost), though it is expected that this amount may be too high to be funded in its entirety. This is due to the fact that the entire Salem District has only \$1 million or so to fund all projects in the region. If fully funded, the bill to the locality would be approximately \$180,000 with Ferrum College putting in one-half of this match, leaving the County to pay approximately \$90,000. While the MAP-21 option seems to be by far the best, it does come with significant risk. As of now, VDOT considers the project fully funded due to the Revenue Sharing award and will not entertain a MAP-21 application. To be considered for MAP-21, the County must vacate its Revenue Sharing award leaving the project unfunded. In addition, the MAP-21 grant is very competitive and there is no guarantee that an award can be obtained. In short, going after MAP-21 funds will mean losing the funding the County already has in the hopes that it can obtain MAP-21 grant dollars that are uncertain as best. The Board needs to make a decision on this funding issue as the deadline for MAP-21 applications for 2015 is November 1<sup>st</sup>.

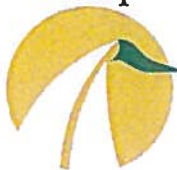
It is recommended that the Board look at the amount it is willing to put into this project to guide its decision making. If the Board is willing to fund the match need for the Revenue Sharing option, then its safest and

best course of action is to continue pursuing the project under the Revenue Sharing program. If this local investment is too high, then the County should forego the Revenue Sharing award and make application for MAP-21 dollars with the knowledge that success is anticipated to be uncertain at best.

**RECOMMENDATION:**

Staff respectfully recommends that the Board review its grant match ability and determine which funding source to pursue. If the Board decides to proceed with MAP-21 funding, approval should be given for Staff to make such an application and to submit any resolutions and/or documents necessary to this end.

FRANKLIN COUNTY  
Board of Supervisors



Franklin County

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EXECUTIVE SUMMARY

<b><u>AGENDA TITLE:</u></b> Landfill Cell 2 Drainage layer stone.	<b><u>AGENDA DATE</u></b> September 15, 2015	<b><u>ITEM NUMBER:</u></b>
<b><u>SUBJECT/PROPOSAL/REQUEST:</u></b> Request to get bids to provide and deliver stone to the landfill for Cell 2 drainage layer.	<b><u>ACTION:</u></b>	
<b><u>STRATEGIC PLAN FOCUS AREA:</u></b> County Government Services	<b><u>CONSENT AGENDA:</u></b> Yes	<b><u>INFORMATION:</u></b>
<b><u>STAFF CONTACT(S):</u></b> Messrs. Robertson, Whitlow, Smith, Sink	<b><u>ATTACHMENTS:</u></b> No	
	<b><u>REVIEWED BY:</u></b> <i>BR</i>	

**BACKGROUND:** Franklin County operates a solid waste collection service and landfill for the residents and businesses of Franklin County. The old unlined landfill is operating under State permit #72 and must be closed and capped by June 30, 2021. In 2012 the County constructed the first of six new landfill cells under new State permit # 577 that will handle the solid waste requirements of Franklin County for decades. Currently we are landfilling waste in the new #577 Cell 1. We will continue to work in #577 Cell 1 until November of this year (2015). At that time we will have a well drained pad constructed across the entirety of #577 Cell 1 which then gives us the right opportunity to move back to the old #72 landfill and finish filling its remaining space. We are anticipating an additional year and a half of capacity in the old #72 landfill. This year and a half gives us the time to finish constructing and lining the new #577 Cell 2. We also have a year and a half of capacity remaining in #577 Cell 1 but it will be accessed and used much more efficiently if #577 Cell 2 is already constructed.

**DISCUSSION:** After reviewing these timelines, staff began making inquiries to suppliers about the availability of supplies as there were some material shortage problems encountered in the construction of #577 Cell 1 due to the rush that it was completed in. The new #577 Cell 2 has an additional half the floor surface area of #577 Cell 1. This will require 32,000 tons of #57 granite stone for its drainage layer. #577 Cell 1 required 21,000 tons. In speaking to the local quarries none said they would or could provide that quantity of stone if it was required to be delivered all at one time. They do not have room to stockpile the stone or the dust generated while crushing it. The quarries all responded that if they were allowed time to crush and haul at their pace they would like to bid the stone and could do so at a savings to the County. By allowing the liner contractor to try to get the stone as with #577 Cell 1 there is a contractor price markup and the County absorbs unnecessary sales tax. Staff has identified an area on site that could easily be prepared to stockpile 20,000 tons of the stone with the remaining quantity delivered as the cell liner is prepared. The quarry awarded the contract would be allowed to begin stockpiling after January 1, 2016 and would be paid monthly only for stone delivered

**COMMENDATION:** Staff respectfully requests the Board of Supervisors to allow the advertisement for bids for the purchase and delivery of the stone drainage layer material for the Construction of permit #577 Cell 2. Funding is found in the New Landfill Construction Capital Account 30-00-036-0172-57011.



# Franklin County

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## BID SHEET FORM FOR

Landfill Cell #2 Stone

DATE/TIME OF BID OPENING: Wed, Oct. 14, 2015 @ 4

VENDOR RESPONDING	CONTACT PERSON	TELEPHONE NUMBER	AMOUNT OF QUOTE <u>Cell #2</u>	MEETS SPECS YES/NO
<u>Rockydale Quarries</u>	<u>\$18.33 / per ton</u>			
<u>Boxley</u>	<u>\$16.72 / per ton</u>			

I hereby certify that the above responses to the bid or services request were received in a timely fashion and opened in public on 10, 14, 2015

Signature *[Signature]*